

# SDMS US EPA Region V

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Specify Type of Document(s) / Comments:

Cleveland Cliffs  
re: Lot 2

#5984

Lot 2

ES.M. #	Type of Doc.	Reel	Image	Grantor	Grantee
5-3-1869	WD	112	81	non-responsive	
7-15-69	WD	112	452		
2-15-1870	QCD	115	306		
2-15-1870	WD	114	591		
6-3-1870	QCD	115	609		
6-3-1870	QCD	115	608		
1-3-1872	DEED	124	163		
3-14-1873	WD	130	47		
7-16-1873	QCD	131	219		
7-30-1873	DEED	131	281		
9-22-1873	QCD	131	500		
7-30-1873	WD	132	307		
11-23-1882	DEED	182	246		
4-10-1889	WD	232	602		
2-4-1891	WD	275	318		
2-4-1891	WD	275	317		
9-26-1892	QCD	302	292		
9-16-1892	WD	305	301		

Lot 2

HISTORIC  
CHAIN OF  
TITLE LETTER

C.S.M. #	Type of Doc.	Reel	Image	Grantor	Grantee
8-30-1894	<sup>SEWER</sup> ALGR.	324	402	non-responsive	
10-10-1894	CONTRACT	337	261		
1-12-1903	WD	468	115		
6-1-1962	WD	4245	263		
1-18-1984	LEASE	1605	1014		
7/13/1988	CERT OF COMP	2232	50		
7/13/1988	TUNNEL ET	2232	52		
10/31/88	CERT OF COMP	2269	1089		
10/31/88	TUNNEL ET	2269	1091		
		4281	763		
				Reception date 8-27-02	

Kel.  
2839-24

Copies/w  
SW

SW

SW

SW

SW

SW

W/LOT 1



non-responsive

H. E. ...

This Indenture, Made the 17th day of April in the year of our Lord One Thousand Eight Hundred and Sixty Nine between non-responsive of Jamestown Chautauque County State of New York & Isabella Mahan his wife parties of the first part and Richard F. Mahan of the city Milwaukee State of Wisconsin party of the second part

Witnesseth, That the said part 1st of the first part, for and in consideration of the sum of Four Thousand Dollars to them in hand paid by the said part 2nd of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part 2nd of the second part his heirs and assigns forever.

All the following Real Estate Situate lying and being in the County of Milwaukee and State of Wisconsin known and described as follows to wit Lot One (1) containing 52 1/2 acres. Lot Two (2) containing 7 1/2 acres and Lot Nine (9) containing 14 1/2 acres as designated on a map of the Partition of all that part of the Northwest Quarter of Section Four (4) Township Six (6) North of Range twenty two (22) East which lies West of the Quarter Section said Lots being situated in the Fifth (5) Ward of the City of Milwaukee excepting and subject to the rights of the city of Milwaukee by virtue of a Deed executed in August 1863 concerning a high way and dock and wharf lines by the parties of the first part

Together with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part 1st of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described, with the hereditaments and appurtenances, unto the said part 2nd of the second part, and to his heirs and assigns Forever.

And the said Richard F. Mahan for himself, heirs, executors and administrators, do covenant, grant, bargain and agree, to and with the said part 2nd of the second part his heirs and assigns, that at the time of the onsealing and delivery of these presents, he is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, excepting and subject to as aforesaid.

and that the above bargained premises, in the quiet and peaceable possession of the said part 2nd of the second part his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, he will forever Warrant and Defend.

In Witness Whereof, The said part 1st of the first part hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

non-responsive

non-responsive

(SEAL)

(SEAL)

(SEAL)

STATE OF WISCONSIN, COUNTY OF Chautauque

Be it Remembered: That on the Seventeenth day of April A. D. 1869, personally came before me the above named non-responsive

Mahan his wife to me known to be the persons who executed the above Deed, and acknowledged the same to be their act and deed for the uses and purposes therein mentioned.

non-responsive

Received for Record, at 10 1/2 o'clock A. M. May 1st 1869

Register.

city Milwaukee State of Wisconsin part of the second part

Witnesseth, That the said part 1<sup>st</sup> of the first part, for and in consideration of the sum of *Five thousand* *dollars* in hand paid by the said part 2<sup>d</sup> of the second part, the receipt whereof is hereby confessed and acknowledged, have *given* granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do *give*, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part 2<sup>d</sup> of the second part *his* heirs and assigns forever.

All the following Real Estate Situated lying and being in the County of Milwaukee and State of Wisconsin known and described as follows to wit Lot One (1) containing 5 1/2 acres Lot Two (2) containing 7 1/2 acres and Lot Nine (9) containing 14 1/2 acres as designated on a map of the Partition of all that part of the North west Quarter of Section Four (4) Township Four (4) North of Range twenty two (22) East, which lies West of the Quarter Section Said Lots being Situated in the Fifth (5) Ward of the City of Milwaukee, excepting and subject to the rights of the city of Milwaukee by virtue of a deed executed in August 1868, concerning a high way and dock and wharf lines by the parties of the first part



non-responsive

J. H. Morgan &amp; Co., Stationers, Milwaukee

This Indenture, Made the thirteenth day of July in the year of our Lord One Thousand Eight Hundred and eighty nine between Christopher Starker and  
Carrie two his wife of the City and County of Milwaukee and  
State of Wisconsin parties of the first part and Richard J. Hill  
of the same place party of the second part

Witnesseth, That the said part is of the first part, for and in consideration of the sum of thirteen hundred  
and thirty three dollars to them in hand paid by the said part 2  
of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released,  
aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto  
the said part 3 of the second part his heirs and assigns forever.

The undivided One third (1/3) part of all the following Real Estate lying  
and being in the County of Milwaukee and State of Wisconsin  
known and described as follows to wit: Lot One (1) containing Fifty two  
(52) acres Lot Two (2) containing Seven (7) acres and Lot Nine  
(9) containing Fourteen (14) acres as designated on a map of the  
Division of 360 that part of the North West quarter of Section Four (4)  
Township Six (6) North of Range Twenty two (22) East which is part  
of the quarter section. Said Lots being situated on the Fifth Ward  
of the City of Milwaukee Excepting and subject to the rights of the  
City of Milwaukee by virtue of a deed executed in August 1868 by  
Richard J. McCarver wife conveying a highway and dock and  
wharf lines and further excepting and reserving so much of Lot Nine  
(9) above described as lies East of the center of the Channel of the Kin-  
nickinnic River heretofore conveyed by said Starker and others to  
George W. Allen by deed dated July 3<sup>rd</sup> 1869

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the  
estate, right, title, interest, claim or demand whatsoever, of the said part is of the first part, either in law or equity, either in possession  
or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described, with the hereditaments and appurtenances, unto the said part 3 of  
the second part, and to his heirs and assigns Forever.

And the said Christopher Starker for himself, heirs, executors and administrators, do covenant,  
grant, bargain and agree, to and with the said part 3 of the second part his heirs and assigns, that at the time of the  
executing and delivery of these presents, he is well seized of the premises above described as  
of a good, sure, perfect, absolute and indefensible estate of inheritance in the law, in fee simple, and that the same are free and clear  
from all incumbrances whatever, except as to certain Mortgage given to Richard J. McCarver me  
by said Christopher Starker and that the above bargained premises, in the quiet and peaceable possession of the said part 3 of the second part, his  
heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, he  
will forever Warrant and Defend. except the one third of the above mortgage

In Witness Whereof, The said part is of the first part have hereunto set their hand, and seal, the day and year first  
above written.

Signed, Sealed and Delivered in Presence of

non-responsive

non-responsive

SEAL

SEAL

SEAL

STATE OF WISCONSIN,  
COUNTY OF Milwaukee  
A. D. 1889, personally came before me the above named

De it Register

to me known to be the persons who executed the above Deed, and acknowledged the same to be their free act and deed for  
the uses and purposes therein mentioned.

Received for Record, at 2 o'clock PM  
July 15<sup>th</sup> 1889

Register

C. W. Hill  
May J. Hill  
more

aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part 4 of the second part his heirs and assigns forever.

✓ The undivided One third (1/3) part of all the following Real Estate lying and being in the County of Milwaukee and State of Wisconsin known and described as follows to wit: Lot One (1) containing Fifty two  $\frac{937}{1000}$  (52  $\frac{937}{1000}$ ) acres Lot Two (2) containing Seven  $\frac{384}{1000}$  (7  $\frac{384}{1000}$ ) acres and Lot Nine (9) containing Fourteen  $\frac{245}{1000}$  (14  $\frac{245}{1000}$ ) acres as designated on a map of the Partition of all that part of the North West quarter of Section Four (4) Township Six (6) North of Range Twenty two (22) East which lies West of the quarter section. Said Lots being situated in the Fifth Ward of the City of Milwaukee Excepting and subject to the rights of the City of Milwaukee by virtue of a deed executed in August 1868 by Richard T. Marvin & wife, conveying a highway and dock and wharf lines and further excepting and reserving so much of Lot Nine (9) above described as lies East of the center of the Channel of the Kinnickinnic River heretofore conveyed by said Starke and others to George W. Allen by deed dated July 3<sup>rd</sup> 1869.

-28 Cl-

-50 \*

Curry

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part 4 of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described, with the hereditaments and appurtenances, unto the said part 5 of the second part, and to his heirs and assigns Forever. his



John J. Gustafson

Know all men by these presents, that I, John J. Gustafson, of the County of Milwaukee and State of Wisconsin, for and in consideration of the sum of One Thousand dollars to me in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, and confirmed, and by these presents do give, grant, bargain, sell, remise, release and quitclaim, unto the said party of the second part, to his heirs and assigns forever, the underdescribed one third (1/3) of all the following Real Estate lying and being, the County of Milwaukee and State of Wisconsin near Keweenaw and described as follows to wit: Lot one (1) containing 5.3 <sup>1/2</sup> acres Lot two (2) containing 7 <sup>1/2</sup> acres and Lot three (3) containing 14 <sup>1/2</sup> acres, as designated on a map of the partition of all that part of the north West quarter of Section Four (4) Township Six (6) north of Range Twenty-two (22) East which lies West of the quarter section, said lots being situated in the Fifth Ward of the City of Milwaukee. Excepting and except to the rights of the City of Milwaukee by partition deed executed in August 1868 by Richard P. Warner conveying a highway and dock & wharf line. And further excepting and reserving so much of Lot three (3) above described, as lies East of the center of the channel of the Kinnickinnic River, heretofore conveyed by Christopher Stankle to George W. Allen by deed dated July 3<sup>rd</sup> 1869. To have and to hold the same, together with all and singular appurtenances and privileges thereto belonging or in any wise therewith appertaining, and all the right, title, interest, and claim whatsoever of the said parties of the first part, either in law or equity, to the same, proper use, benefit and behoof of said party of the second part his heirs and assigns forever. Our Mutual witness, a certain number of the first part have herewith set their hands and seals this day and year first above written.

Signed, Sealed and delivered

in presence of

non-responsive

non-responsive

State of Wisconsin  
County of Milwaukee } On the 1<sup>st</sup> day of August 1869  
Came before me Rudolph Gustafson and Carl Gustafson  
the above named grantors and acknowledged the contents  
of the foregoing deed, freely and voluntarily for the uses and purposes  
therein contained.

Witness my hand and seal this 1<sup>st</sup> day of August 1869.



Know all men, that Josephine, Made the Twentieth day of July in the year of  
our Lord One Thousand Eight Hundred and eighty nine between Herbert J. Gilbert  
and Josephine his wife of the City and County of Milwaukee, and  
Her of the former parties of the first part, and Rudolph Pfister an  
and Samuel of the same place, parties of the second part.

Witnesseth, That the said part first of the first part, for and in consideration of the sum of Five Hundred dollars to them in hand paid by the said part us of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part us of the second part them heirs and assigns forever. The undivided one-half

Part of all the following Real Estate lying and being in the County of Milwaukee, and City of Milwaukee, Wisconsin and described as follows is to-wit: To-wit: 1. Containing (52<sup>37</sup>/<sub>100</sub> acres, Lot 1000 (2) containing 7<sup>1</sup>/<sub>100</sub> acres and Lot 1000 (9) containing 14<sup>248</sup>/<sub>1000</sub> acres as charge and as a part of the Partition of all that part of the north east quarter of Section Four (4) Township 24 N. 16 South of Range 12 East which lies West of the quarter Section and City being situated in the Fifth Ward of the City of Milwaukee, Wisconsin and subject to the rights of the City of Milwaukee, to-wit: a deed made in August 1868 between W. J. and J. B. covering a right way and dock and wharf lines. All of which wharf and wharfing so much of Lot 1000 (9) as is described as lies East of the center of the Channel of the Milwaukee River heretofore covered by wharves - Christopher Stark and others to George H. Allen by deed dated July 3<sup>rd</sup> 1869.

Together with all and singular the Hereditaments and Appurtenances thereunto belonging, or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part <sup>the</sup> of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their Hereditaments and Appurtenances.

To Have and to Hold the said premises as above described, with the Hereditaments and Appurtenances, unto the said part<sup>ies</sup> of the second part, and to their heirs and non-

responsive [redacted] heirs, executors and  
[redacted] with the said part [redacted] of the second part, [redacted] heirs and  
assigns, that at the time of the enrolling and delivery of these presents, [redacted] well seized of

the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and

non-responsive

and that the above bargained premises, in the quiet and peaceable possession of the said part. 1st of the second part, the same

heirs and assigns, against all and every person or persons, lawfully claiming the whole or any part thereof. .... *See* .....

will forever Warrant and Defend. except as is one half of the above mortgage

In Witness Whereof, The said part ~~one~~ of the first part, his her hereunto set her hand and seal

the day and year first above written.

...n-responsive ... of

non-responsive

[SECRET]

[REDACTED] [SEAL.]

\_\_\_\_\_

[REDACTED] [SEAL.]

**STATE OF WISCONSIN,**

COUNTY OF Milwaukee BE IT REMEMBERED, That on the 11th day of July 1911

A. D. 18<sup>69</sup>, personally came before me the above named..... Theodore, Robert & Joseph .....

low rate

to me known to be the persons who executed the ~~above~~ <sup>above</sup> Deed, and acknowledged the same to be.....their free act and deed for

the uses and purposes therein mentioned.

Received for Renewal at 3 o'clock P.M. C. J. Millard

11-1-80

January 10<sup>th</sup> 1870

\_\_\_\_\_ **Register** \_\_\_\_\_

*[Faint handwritten notes at the bottom of the page, possibly "me to me"]*

\_\_\_\_\_

of the second part the receipt thereof is hereby confessed and acknowledged by <sup>us</sup> given, granted, bargained, sold, remised, released,  
conveyed and confirmed, and by these presents <sup>do</sup> give, grant, bargain, sell, remise, release, alien, convey and confirm unto  
the said part <sup>theirs</sup> heirs and assigns forever.

Of all the following Real Estate lying and being in the  
County of Milwaukee, and State of Wisconsin known and  
described as follows to wit: Lot one (1) containing (52 <sup>65</sup>/<sub>100</sub>) ac-  
res, Lot two (2) containing 7 <sup>1</sup>/<sub>100</sub> acres and Lot three (3) con-  
taining 14 <sup>248</sup>/<sub>1000</sub> acres as designated on a map of the Partition  
of all that part of the north West quarter of Section Four  
(4) Township 21, (6) North of Range twenty two (22) East which  
lies West of the quarter Section, said Lots being situated in the  
Fifth Ward of the City of Milwaukee, Excepting and subject to  
the rights of the City of Milwaukee, by virtue of a deed executed  
in August 1868 by Richard P. Warren wife conveying a high-  
way and dock and wharf lines. And further excepting and  
reserving as much of Lot three (3) above described, as is  
East of the center of the Channel of the Kinnickinnic  
River heretofore conveyed by ourselves, Christopher Clarke  
and others to non-responsive by Deed dated July 3<sup>rd</sup> 1869.

Together with all and singular the Hereditaments and Appurtenances thereunto belonging, or in anywise appertaining; and all the  
estate, right, title, interest, claim or demand whatsoever, of the said part <sup>us</sup> of the first part, either in law or equity, either in possession  
or expectancy of, in and to the above bargained premises, and their Hereditaments and Appurtenances.

To Have and to Hold the said premises as above described, with the Hereditaments and Appurtenances, unto the said part <sup>us</sup> of  
the second part, and non-responsive non-responsive non-responsive non-responsive for <sup>their heirs</sup> heirs, executors and  
administrators, do <sup>the</sup> covenant, grant, bargain and agree, to and with the said part <sup>us</sup> of the second part, <sup>their</sup> heirs and



Josephine his wife, the same names given and  
used, freely and voluntarily for the uses and purposes therein mentioned.

non-responsive

non-responsive

non-responsive

his wife et al. to Melior J. Hilburt.

Encl. 2nd

This Indenture, made the twenty sixth day of May in the Year of our Lord one thousand  
eight hundred and twenty between Gaide Pfister and Elizabeth his wife of the City of Milwaukee,  
in the State of Wisconsin and Rudolph Pfister and Carl Hansen of the same place (the later two beforesaid)  
parties of the first part and Melior J. Hilburt of the same place, party of the second part;

Witnesseth, that the said parties of the first part, for and in consideration of the sum of  
Two hundred and fifty Dollars, to them in hand paid by the said party of the second part, the re-  
ceipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, re-  
leased and quitclaimed, and by these presents do give, grant, bargain, sell, remise, release and quit-  
claim unto said party of the second part, to his heirs and assigns forever, the following real estate, situate,  
lying and being in the County of Milwaukee, in the State of Wisconsin, known and described as:  
an undivided half of lot No Two (2) as designated on a map of the partition of all that part of  
the North West quarter of Section No Four (4) in Township No six (6) North of Range No twenty  
two (22) East, which lies West of the quarter Section line, situate in the fifth Ward of said City of  
Milwaukee to Have and to hold the same, together with all and singular the appurtenances and  
privileges therunto belonging, or in anywise therunto appertaining, and all the estate, right, title  
interest and claim whatsoever of said parties of the first part, whether in law or equity, to the said  
second part, his heirs and assigns forever.

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In Witness whereof the said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Witness, Sealed and Delivered in presence of:

non-responsive

non-responsive

is do  
stamps

O. R. Mitchell  
State of Wisconsin  
County of Milwaukee }

Seal  
Seal  
Seal  
Seal

On the 30<sup>th</sup> day of May 1876, before me, O. R. Mitchell, Notary Public and Elizabeth his wife, Rudolph Pfister and Carl Lindes the above named grantors and acknowledged the execution of the foregoing deed freely and voluntarily, for the uses and purposes therein mentioned.

Recorded June 3<sup>rd</sup> 1876.  
at 11 o'clock A.M.

O. R. Mitchell  
Notary Public, Mil. Co. Wis.

non-responsive

non-responsive

Justified

This deed was made the 30<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and seventy six, between John B. Main and Helena his wife of the first part and John B. Main of the second part all of the City of Milwaukee in the State of Wisconsin.

4

Witnessed, that the said parties of the first part, for and in consideration of the sum of \$1000.00 to them in hand paid by the said John B. Main, the receipt of which is hereby acknowledged, have granted, sold, conveyed and confirmed unto the said Helena his wife, all that certain lot or parcel of land, situate, lying and being in the City of Milwaukee, in the State of Wisconsin, and more particularly described as follows, to wit:

act and seal.

Witness my hand and official seal this 26<sup>th</sup> day of May A.D. 1870  
Recorded June 3<sup>rd</sup> 1870  
at 10 1/2 o'clock A.M.



Geo. F. Oliver  
Notary Public.

H. J. Gilbert & wife to A. J. Guelich & wife.

Quitclaim

This Indenture made the first day of June in the Year of our Lord one thousand eight hundred and seventy made between H. J. Gilbert & Josephine his wife, of the City and County of Milwaukee, Wisconsin, parties of the first part and A. J. Guelich and Catharine Guelich his wife, of the same place, parties of the second part

Witnesseth, that the said parties of the first part for and in consideration of the sum of One Thousand Dollars, to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released and quitclaimed and by these presents do give, grant, bargain, sell, remise, release and quitclaim, unto the said parties of the second part, to their heirs and assigns forever, the following interest in certain pieces of land, lying and being in the subdivision of the North West quarter of Section four (4) in the Fifth Ward of the City of Milwaukee, County of Milwaukee, Wisconsin, to wit: The undivided one half of lot No. two (2) also the undivided one fourth (1/4) part of that



act and deed.

Witness my hand and official seal this 26<sup>th</sup> day of May, A.D. 1871

Recorded June 5<sup>th</sup> 1871

at 10/11 Clerk's Office

Official Seal

non-responsive

non-responsive

Tested Sub

This Indenture, made the first day of June in the Year of our Lord one thousand eight hundred and seven, between H. J. Hibbert & Josephine his wife, of the City and County of Milwaukee, Wisconsin, parties of the first part and J. B. Gustafson and Mathewson Gustafson his wife, of the same place, parties of the second part.

Witnesseth, that the said parties of the first part for and in consideration of the sum of One Thousand Dollars, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged and acknowledged, have given, granted, bargained, sold, aliened, released and quitclaimed and by these presents do give, grant, bargain, sell, alien, release and quitclaim, unto the said parties of the second part, to them have and assign forever, the following interest in certain pieces of land, lying and being in the suburbs of the North West quarter of Section four (4) in the Fifth Range of the City of Milwaukee, County of Milwaukee







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✓ Heliodore J. Gilbert et al to Wisc. Union Railroad Co. W. M.  
This Indenture, made the twentieth day of January in the  
year of our Lord one thousand eight hundred and seventy two bet.  
ween Heliodore J. Gilbert and Josephine Gilbert his wife and Andrew  
J. Grulich and Catharine Grulich his wife, parties of the first part, and  
The Wisconsin Union Railroad Company, a corporation, duly cre-  
ated and existing under and by virtue of the laws of the State of  
Wisconsin, party of the second part, Witnesseth, that the said parties  
2-50<sup>cs</sup> of the first part, for and in consideration of Six hundred Dollars  
Cash, paid by the said party of the second part, the receipt whereof is hereby  
acknowledged, have granted, bargained, sold, remised, released,  
aliened, and confirmed, and by these presents do grant, bargain,  
remise, release, alien and confirm unto the said party of the se-  
cond part and to its successors and assigns forever, all that certain  
tract, piece or parcel of land, situate, lying and being in the County  
of Milwaukee and State of Wisconsin, and described as follows  
to wit: A Strip, belt or piece of land, fifty feet wide, extending  
across the following described tract of land viz: The west fifty  
(50) feet of Lot number two (2) in the subdivision into lots of the  
North West quarter of Section number four (4) in township num-  
ber six (6) North of Range number twenty two (22) East, in the  
County of Milwaukee aforesaid, through the center of which  
said strip, belt or piece of land, the center line of the Railroad of  
said company is now located, so as to leave one half in width on  
each side of said center line. Together with all and singular



...the said parties of the first part, within and under the above bargained pre-  
mises with the hereditaments and appurtenances. To Have and to  
hold the said premises above described with the appurtenances,  
unto the said party of the second part, and to its successors and assigns  
forever. And the said parties of the first part do hereby release all damages  
to their other lands, by reason of constructing and operating a railroad on  
said strip. And the said Theodore J. Gilbert & Andrew S. Freulich  
for themselves and for their heirs, executors and administrators do co-  
venant, grant, bargain and agree to and with the said party of the se-  
cond part, and its successors and assigns, that at the time of the en-  
sealing and delivery of these presents they are well seized of the premises  
above described, as of a good, sure, perfect, absolute and indefeasible  
estate of inheritance in the law, in fee simple, and that the same are  
... that the above bar

state of inheritance in the lands, tenements, and other premises are  
given and other of all immovables whatsoever, and that they have been  
gained premises, in the quiet and peaceful possession of the said par-  
ty of the second part, their successors and assigns, against the said par-  
ties of the first part their heirs, and against all and every person or persons  
lawfully claiming or to claim the whole or any part thereof, shall  
and will forever Warrant and Defend. In Witness whereof, the  
said parties of the first part have hereunto set their hands and seals  
this day and year first above written.

Signed, sealed and delivered in presence of *William J. Hilbert* *Chas.*  
*L. M. Milbrath* *Josephine Hilbert* *Chas.*  
*H. Gruttmann* *Andrew F. Grulich* *Chas.*  
*Frederica Grulich* *Chas.*

State of Wisconsin, }  
County of Milwaukee. } ss. Remembered, that on the 22<sup>nd</sup> day  
of January A.D. 1872, personally came before me the above named H.  
J. Hilbert and J. Hilbert his wife, and A. F. Grulich and Grulich his  
wife to me known to be the persons who executed the above deed, and  
acknowledged the same to be their free act and deed for the uses and  
purposes therein mentioned.

Recorded February 3<sup>rd</sup> 1872  
at 4 o'clock P.M.

L. M. Milbrath, Notary Public  
Milwaukee Co. Wis.



That the said part one of the first part, for and in consideration of the sum of One thousand Dollars, to them in hand paid, by the said part one of the second part, the receipt whereof is hereby confessed and acknowledged, he has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm, unto the said part one of the second part, their heirs and assigns forever.

The undivided three eighths (3/8) part of Lot two (2) except that part thereof heretofore conveyed to the Wisconsin Union Railway Company, and also the undivided three sixteenths (3/16) of that part of Lot One (1) lying west of the Chippewa River and said Lots being so numbered and designed on a Map of the position of all that part of the North West quarter of Section four (4) in Township six (6) North of Range twenty two (22) East, in the twelfth and the fifth ward of the City of Milwaukee.

**Together,** With all and singular, the hereditaments and appurtenances therunto belonging, or in any wise appertaining; and all the same, right, title, interest, claim or demand whatsoever, of the said part one of the first part, whether in Law or Equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances. **TO HAVE AND TO HOLD** the said premises, with the hereditaments and appurtenances, unto the said part one of the second part, and to their heirs and assigns FOREVER.

**And the said Nicholas J. Willmet and wife** for themselves their heirs, executors and administrators, do as covenant, bargain and agree, to and with the said part one of the second part, their heirs and assigns that at the time of the executing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the Law, in fee simple, and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises, in the quiet and peaceable possession of the said part one of the second part, their heirs and assigns, against all and every person or persons, lawfully claiming the whole or any part thereof. they forever WARRANT AND DEFEND.

**In Witness Whereof,** The said part one of the first part has hereunto set his hand, and seal, at the City of Milwaukee, Wisconsin, this 17th day of March, 1872.

non-responsive

STATE OF WISCONSIN, }  
COUNTY OF Milwaukee. } ss. Be it Remembered, That on the 17th day of March,  
A. D. 1872 personally came before me the above non-responsive

to me known to be the person who executed the above Deed, and acknowledged the same to be his free act and deed, for the uses and purposes therein mentioned.

Received for Record at 9 o'clock

March 17th 1872.

Register.

Christian M. ...  
St. Mary's ...  
Milwaukee ...

Henry C. Kunstel } Justar (Adolph Schaefer) seem  
 Henry Kalkar }  
 State of Wisconsin }  
 County of Milwaukee } On the thirteenth day of June A. D.  
 1873 came before me the above named grantor, and acknow-  
 ledged the execution of the foregoing deed, freely and volunt-  
 arily, for the uses and purposes therein mentioned.  
 Recorded July 15<sup>th</sup> 1873 Henry C. Kunstel,  
 at 11 o'clock A. M. Notary Public, Mil Co. Wis

non-responsive

Quit to D.  
 This indenture, made the fifteenth day of July in the year  
 of our Lord One thousand eight hundred and seventy three  
 between non-responsive his wife,  
 parties of the first part, and non-responsive party  
 of the second part, all of the City and County of Milwaukee  
 State of Wisconsin, Witnesseth, that the said parties of the  
 first part, for and in consideration of the sum of One Thous-  
 and Dollars to them in hand paid, by the said party of the  
 second part, the receipt whereof is hereby confessed and ack-  
 nowledged, have given, granted, bargained, sold, remised, rel-  
 eased, confirmed, and conveyed, with full power, sole



...do hereby give, grant, bargain, sell, convey, release and quitclaim unto said party of the second part, his heirs and assigns forever the Undivided One-half of Lot Number Two (2), except that part abutting the West line thereof heretofore conveyed to the Wisconsin Union Rail Road for Right of way. - And also the undivided One quarter (1/4) of that part of Lot One (1) lying North or near of the center of the channel of the Kinnickinnic River, as established by an ordinance of the Common Council, and subject to a conveyance to said city of a channel for purposes of navigation; both said lots being so designed, in partition and subdivision of part of the North West quarter of section four (4) in the Twelfth (formerly Fifth) Ward of the City of Milwaukee, County of Milwaukee State of Wisconsin. So I have and to hold, the same, together with all and singular appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever. In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written

non-responsive

Seal  
Seal

The State of Wisconsin }  
County of Milwaukee } On the 15<sup>th</sup> day of July A.D. 1873  
came before me Andrew F. Greulich, & Katharine, his wife, the  
said parties of the first part, who acknowledged the execution of the

assigns forever. In witness whereof, the said parties of the  
first part have hereunto set their hands and seals the day  
and year first above written

non-responsive

Seal  
Seal

The State of Wisconsin }  
County of Milwaukee } On the 15<sup>th</sup> day of July A.D. 1873  
came before me ~~unknown~~ ~~non-responsive~~ his wife, the  
above named grantors and acknowledged the execution of the  
foregoing deed freely and voluntarily for the uses and purposes  
therein mentioned

Recorded July 16<sup>th</sup> 1873  
at 3 o'clock P. M.

C. W. Milbrath  
Notary Public. Mil Co Wis

78  
Johann Fried. L. Toppel To Wilhelmina Toppel W. D  
This Indenture made the thirty first day of May in the year  
of our Lord One Thousand eight hundred and seventy three  
between Johann Friedrich Ludwig Toppel of the City and County  
of Milwaukee State of Wisconsin party of the first part and  
Wilhelmina Toppel wife of said party of the first part, of  
the same place as party of the second part. Witnesseth That the  
said party of the first part, for and in consideration of the sum  
of One Dollar to him in hand paid by the said party of the  
second part, the receipt whereof is hereby confessed and ac-  
knowledge has given, granted, bargained, sold, remised, released

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County of Milwaukee 3<sup>rd</sup> On the twenty ninth day of June  
A. D. 1873, before me came John E. Little Donald Hudson to  
me to be the individual and officer described in and who  
executed the above conveyance and acknowledged that he  
executed the same as such Sheriff for the uses and purposes  
therein set forth.

Recorded July 30<sup>th</sup> 1873  
at 11 o'clock A. M.



Bryan Kelly  
Notary Public  
Mil. Co. Wis

non-responsive

This Indenture made the twenty ninth day of July in the year  
of our Lord One thousand Eight hundred and seventy three be-  
tween Heliodore J. Hilbert and Josephine Hilbert his

non-responsive

non-responsive

son and

County of Milwaukee, in the State of Wisconsin, parties of the  
first part and The "Minerva Furnace Company" a corpora-  
-tion organized and existing under the Statutes of said State

of Wisconsin and doing business in said County of Milwaukee  
in the County of Milwaukee party of the second part, Witnesseth  
that the said parties of the first part for and consideration of  
the sum of Thirty Thousand Dollars to them in hand paid by  
the said party of the second part, the receipt whereof is hereby  
confessed and acknowledged have given, granted, bargained,  
sold, remised, released, and quit claimed and by these  
present do give, grant, bargain, sell, remise, release, and  
quit claim unto the said party of the second part to its suc-  
cessors and assigns forever the following described Real Es-  
tate, situate, lying and being in the County of Milwaukee  
and State of Wisconsin to wit: Lot No two (2) except that part there  
of heretofore conveyed to the Wisconsin Union Railway Company  
said Lot being so numbered and designated on a Map of  
the partition of all that part of the North West quarter of Section  
No Four (4) in Township No Six (6) North of Range No Twenty  
two (22) East in the Twelfth and Fifth Ward of the City of Mil-  
waukee. Also all the following described Real Estate, sit-  
uate in said County and State to wit: a strip of land fifty \*  
(50) feet in width, to be surveyed and located in the  
taken off from the south side of lot number nine (9) the same be-  
ing the South half of said lot and also a strip of land fifty  
(50) feet in width, to be surveyed from the south side of lot number nine  
(9) and running East to the said line of Milwaukee River,  
both of said strips of land being conveyed being conveyed on  
the South to lands conveyed by Walter Jones to the City of Mil-  
waukee, Milwaukee, Milwaukee and Robert M. Jones. The said  
lands hereby released being part of the lands designated on a  
map of the partition of all that part of the North West quarter of  
Section No Four (4) in Township No Six (6) North of Range No Twenty  
two (22) East in the Twelfth and Fifth Ward of the City of Milwaukee.



[illegible]

(30) feet in width, taken off from the South side of Lot, corner line  
(9) south running East to the middle of Kianickianick River,  
both of said strips of land hereby conveyed being bounded on  
the South by lands conveyed by Master King to said Lewis Mc  
Kenzie, the latter of which is of Robert W. Dineen, the latter  
being here by conveyed being part of the land conveyed in a  
map of the plat of one of all that part of the block West of the  
section number four (4) in Township No. Six (6) North of Range  
No. twenty two (22) East which lies West of the quarter section line  
situate and being in the Twelfth Ward of the City of Milwaukee,  
County and State aforesaid, subject however to the right of the City  
of Milwaukee, concerning a highway, dock and wharf line, and  
to the right of way of the Wisconsin Union Rail Road Company  
through portions of the lands hereby conveyed. To Have the following  
XX includes which Real Estate situate in the County of Milwaukee  
and State of Wisconsin to wit: the said (6) acres of land situate  
in the South West quarter of section number four (4) in Town-  
ship number six (6) North of Range number twenty two (22) East  
being in the Twelfth Ward of the City of Milwaukee and bound-  
ed by a line drawn from the quarter section corner in the West  
line of said section, East eleven and eighty one one hundredth  
(1181/100) chains to a point, thence South twenty one, one quarter (21 1/4)  
degrees West Six and thirty seven one hundredth (637/100) chains  
to a point, thence South fifty five (55) degrees West eighteen hundredth  
chains to a point, thence West eight and thirty one one hundredth  
(831/100) chains to a point, thence North twenty two and one quarter  
degrees West Six and thirty seven one hundredth (637/100) chains



chains to a point and thence North four and twenty one hundredth ( $420/100$ ) chains to the place of beginning, but excepting therefrom a strip of land, bounded on the West, South, and East, by the respective West, South and East lines of said described property and on the North by a line drawn parallel to the South line thereof \*\*\* and distant fifty (50) feet North therefrom, and also subject to the use of the Creek from the Bridge to the South line of said tract and to the right to the river reserved by the grantor in a deed to Walter King which said deed is recorded in Volume 36 page 341 in the Register's Office of the Itasca County, and the right of way acquired by the Western Union Railroad Company over a strip of land forty (40) feet in width taken from the West side of said tract and extending from the North to the South lines thereof, and also to the public right of way over so much thereof as lies East of the West side line of the River and the River as the same was established upon a distance of the Town Council of the City of Itasca County, Minnesota.

also the right of way acquired by the Western Union Railroad Company from a strip of land forty (40) feet in width taken from the West side of said tract and extending from the North to the South lines thereof, and also to the public right of way over so much thereof as lies East of the West dock line of the Kinnickinnick River as the same was established by an Ordinance of the Common Council of the City of Milwaukee and approved June 13<sup>th</sup> A. D. 1868. Also all the following described pieces of land, situate, lying, and being in the County of Oconto State of Wisconsin to-wit: The North half of the South West quarter and the North half of the South East quarter, and the South East quarter of the South East quarter of Section No. Sixteen (16) Township No. 39 Range Eighteen (18) and containing 453 <sup>86</sup>/<sub>100</sub> acres. Also the South half of the North West quarter of Section No.

~~that part of said area which is necessary for the~~  
\*\*\*\* leaves thereof, and also to the public right of way over so much  
thereof as lies East of the West dock line of the Kinnickinnick  
River as the same was established by an Ordinance of the Com-  
mon Council of the City of Milwaukee and approved June  
13<sup>th</sup> A.D. 1868. Also all the following described pieces of land,  
situate, lying, and being in the County of Oconto State of Wis-  
consin to wit: The North half of the South West quarter and the  
North half of the South East quarter, and the South East quarter of  
the South East quarter of Section No Nineteen (19) The North  
East quarter of the North East, and the North half of the North  
West quarter of Section No twenty nine (29) The North West  
quarter of the South West quarter and South half of South West  
quarter of Section No Seventeen (17) all in Township Thirty nine  
(39) of Range Eighteen (18) and containing  $453 \frac{86}{100}$  acres.

Also the South half of the North West quarter of Section No  
Thirteen (13) and the East half of the South East quarter of Section  
No Fourteen (14) and the South East quarter of the North East quar-  
ter of Section No fourteen (14) the North half of the South East  
quarter and the East half of the North West quarter, and the  
North East quarter of the South West quarter of Section No  
twenty four (24) all in Township No thirty nine of Range  
Seventeen (17) containing 400 acres. Also the North West quar-  
ter of the North East quarter, and the North East quarter of  
the North West quarter of Section No Thirty three (33) in town-  
ship No forty (40) of Range No Seventeen (17) containing \*\*\*\*  
Rights acres. Also the South East quarter of the South East quarter

quarter of Section No Seventeen (17) all in Township Thirteen  
(39) of Range Eighteen (18) and containing  $453 \frac{86}{100}$  acres.

Also the South half of the North West quarter of Section No  
Thirteen (13) and the East half of the South East quarter of Section  
No Fourteen (14) and the South East quarter of the North East quar-  
ter of Section No fourteen (14) the North half of the South East  
quarter and the East half of the North West quarter, and the  
North East quarter of the South West quarter of Section No  
twenty four (24) all in Township No thirty nine of Range  
Seventeen (17) containing 400 acres. Also the North West quar-  
ter of the North East quarter, and the North East quarter of  
the North West quarter of Section No Thirty three (33) in town-  
ship No forty (40) of Range No Seventeen (17) containing

\*\*\* Eighty acres. Also the South East quarter of the South East quarter  
and the West half of the South East quarter of Section No Twenty  
two (22) Township No thirty nine (39) of Range Seventeen (17)  
Also Lots No one (1) two (2) and three (3) and the  $W \frac{1}{2}$  of the  
North West quarter and the North East quarter of North West  
quarter of Section No Twenty two (22) Township No Thirty nine  
(39) of Range nineteen (19) containing two hundred and fifty  
three and  $50/100$  acres. Also Lot No Three (3) of Section No Four-  
teen (14) and Lots No One (1) and Two (2) and South West quarter  
of South East quarter and South East quarter of South West quarter  
of Section No fifteen (15) Township No thirty nine of Range



...and ...  
...the said ...  
...of the said ...  
...and all the ...  
...of the said ...  
...to the only proper ...  
...of the said party of the second part, its ...  
...forever.  
The Witnesses Whereof the said parties of the first part have here-  
unto set their hands and seals the day and year first  
above written.

non-responsive

non-responsive

(Seal)  
(Seal)  
1. Seal  
1. Seal  
ison (Seal)  
ison (Seal)  
Seal  
1. Seal

State of Wisconsin  
County of Milwaukee } ss On the twentieth day of July  
A.D. 1873. came before me } non-responsive  
non-responsive

non-responsive

non-responsive

Seal  
Seal  
Seal  
Seal  
Seal

State of Wisconsin }  
County of Milwaukee } ss On the twenty ninth day of July  
A. D. 1873. came before me  
his wife. The above named  
non-responsive

ors and acknowledged the execution of the foregoing deed  
freely and voluntarily for the uses and purposes therein  
mentioned.

Recorded July 30<sup>th</sup> 1873  
at 1 3/4 o'clock P.M.

Frank B. Van Valkenburgh  
Notary Public  
Milwaukee County, Wisconsin

~~Follieb Gruenwald is Doctra Gruenwald.~~  
I Follieb Gruenwald of Milwaukee City and County, State of Wisconsin  
being of sound mind and memory and mindful of the uncertain-  
ties of human life, do make, publish, and declare this my last  
will and testament in manner following to wit: After the pay-  
ment of all my debts and liabilities, I give, devise and bequeath all that I own and possess to my wife, Doctra Gruenwald.  
In witness whereof I have hereunto set my hand and seal at Milwaukee, Wisconsin, this 1<sup>st</sup> day of August, 1873.

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non-responsive

Seal  
Seal  
Seal  
Seal  
in fact  
Seal

State of Wisconsin,  
County of Milwaukee. On the eighteenth day of September 1873  
came before me George [redacted]

non-responsive  
non-responsive

lors, and acknowledged the execution of the same  
voluntarily for the uses and purposes therein mentioned.  
Recorded September 20<sup>th</sup> 1873. (Attest.) Isaac S. Clark, Notary Public,  
at 9 1/4 o'clock P.M. Milwaukee County, Wisconsin.

Christof A. Sharke & wife to. Meliodore J. Hilbert Q.C.  
This Indenture made the nineteenth day of September

in the year of our Lord one thousand eight hundred and seventy three  
between the said Charles of the City and County of Milwaukee, State of  
Wisconsin, and the said John H. Thompson, parties of the first part, and the  
said John H. Thompson, party of the second part. Witness  
whereof, parties of the first part, for and in consideration of the  
sum of ten dollars, to them in hand paid, by the said party of the  
second part, the receipt whereof is hereby confessed and acknowledged,  
have given, granted, bargained, sold, remised, released and quitclaim-  
ed, and by these presents do give, grant, bargain, sell, remise, release  
and quitclaim unto the said party of the second part, to his heirs and  
assigns forever. All their right, title and interest in and to Lot No. One  
(1) containing fifty two  $\frac{632}{1000}$  ( $52 \frac{632}{1000}$ ) acres, Lot No. two (2) containing  
seven and  $\frac{584}{1000}$  ( $7 \frac{584}{1000}$ ) acres and Lot No. nine (9) containing fourteen  
 $\frac{248}{1000}$  ( $14 \frac{248}{1000}$ ) acres as ~~described~~ <sup>designated</sup> on a map of the partition of all that  
part of the Northwest quarter of Section No. Four (4) in Township \*  
No. six (6) North of Range No. twenty two (22) East which lies West of the  
quarter section. Said lots being situated in the lake Fifth, now Twelfth  
Ward of the City of Milwaukee, County of Milwaukee, and State of  
Wisconsin. To Have and to Hold the same, together with all and  
singular appurtenances and privileges thereunto belonging, or  
in any wise thereunto appertaining, and all the whole right, title,  
interest and claim, whatsoever of the said parties of the first part, either  
in law or equity to the only proper use, benefit and behoof of said party  
of the second part, his heirs and assigns forever. In Witness whereof, the  
said parties of the first part, have hereunto set their hands and seals



\* Part of the Northwest quarter of Section No. Four (4) in Township  
No. 6 North of Range No. Twenty-two (22) East which lies West of the  
quarter section and lots being situated in the Lake Fifth, now Twelfth  
Ward of the City of Milwaukee, County of Milwaukee and State of  
Wisconsin. To Have and to Hold the same, together with all and  
singular appurtenances and privileges thereunto belonging, or  
in any wise thereunto appertaining, and all the estate, right, title,  
interest and claim, whatsoever of the said parties of the first part, either  
in law or equity to the only proper use, benefit and behoof of said party  
of the second part, his heirs and assigns forever. In Witness whereof, the  
said parties of the first part, have hereunto set their hands and seals  
the day and year first above written.  
Signed, sealed and delivered  
in presence of.

non-responsive

non-responsive

Seal.  
Seal.

State of Wisconsin,  
County of Milwaukee. } ss. On the - day of September A.D. 1843.  
came before me

non-responsive

non-responsive

foregoing deed, freely and voluntarily, for the uses and purposes therein  
mentioned.

Recorded September 22<sup>nd</sup> 1843.  
at 9 1/2 o'clock A.M.

Wm. E. Schreiber.  
Notary Public of Milwaukee.

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Witnesseth, That the said part *1st* of the first part, for and in consideration of the sum of... *One* .....  
Dollar to... *the said part 1st* of the second part, the  
receipt whereof is hereby confessed and acknowledged, the said part *1st* of the second part, the  
by these presents do... give, grant, bargain, sell, remise, release, alien, convey and confirm, unto the said part *1st* of the second part *their* .....  
heirs and assigns forever.

*The undivided three eighths (3/8) part of Lot No two (2) except  
that front thereof hereby conveyed to the Wisconsin Union Railway Company  
said Lot No two (2) being so shown located and designated, on a map of the par-  
tition of all that part of the North West quarter of Section No Four (4) in Town-  
ship No six (6) North of Range No twenty two (22) East in the Twelfth Ward into  
fifth Ward, of the City of Milwaukee, County of Milwaukee and State of  
Wisconsin.*

Together, With all and singular, the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part *all* of the first part, either in Law or Equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances. TO HAVE AND TO HOLD the said premises as above described, with the hereditaments and appurtenances, unto the said part *all* of the second part, and to *their* ..... heirs and assigns FOREVER.

And the said *parties of the first part* ..... for *themselves and their* ..... heirs, executors and administrators, do... covenant, bargain and agree, to and with the said part *all* of the second part, *in* ..... heirs and assigns that at the time of the enrolling and delivery of these presents *they are* ..... well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.....

and that the above bargained premises, in *quiet* and peaceable possession of the said part *all* of the second part *their* ..... heirs and assigns, against all and every person or persons, lawfully claiming the whole or any part thereof *they* ..... will forever WARRANT AND DEFEND.

In Witness Whereof, The said parties of the first part have hereunto set *their* hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

non-responsive

non-responsive

non-responsive

(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF WISCONSIN, }  
COUNTY OF *Walworth* } ss. Be it Remembered That on the *twentieth* day of *July* A. D. 187*2*, personally came before me the above named *non-responsive* *his* wife ..... to me known to be the person *and* who executed the above deed, and acknowledged the same to be *their* free act and deed, for the uses and purposes therein mentioned.

Received for Record, at *1 3/4* o'clock  
P *July 30* 187*3*  
Register.

*Frank B. Van Valkenburgh*  
Notary Public  
*Walworth County, Wisconsin*



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named.

Daniel C. Millett, Notary Public.  
Milwaukee Co. Wis.

State of Wisconsin.  
Milwaukee County I do remember, that on the 22. day of November.  
1882. personally came before me, the above named J. J. Neubert. and  
M. Markwell. do me know to be two of the persons who executed this  
instrument and acknowledged the same

Recorded November 22<sup>d</sup>

1882. at 3 o'clock P.M. No. 50963.

non-responsive

Minerva Iron Co. To Ch'c. Mil. & St. Paul R. way Co. Id.

This Indenture, made the Twenty seventh day of September in the year of our  
Lord, one Thousand eight Hundred and Eighty two, Between The Minerva  
Iron Company, a Corporation organized under the laws of the State of Wisconsin  
party of the first part, and The Chicago, Milwaukee & St. Paul Railway  
Company, party of the second part, Witnesseth. That the said party of the  
first part, for and in consideration of Two Thousand Dollars, paid  
by the said party of the second part the receipt whereof is hereby acknowl-  
edged, has granted bargained, sold, remised released aliened, and con-  
firmed, and by these presents does grant, bargain, sell, remise, release

then and therefor make the said part of the second part, and to its  
successors and assigns forever all that certain tract, piece or parcel  
of land, situate, lying and being in the County of Milwaukee and State  
of Wisconsin, and described as follows, to wit: all that part of Lot 2  
(2) of the subdivision into Lots of the North West Quarter of Section Four  
(or) Town Ship (6) North Range Twenty two (22) East, described as follows  
beginning on the South line of said Lot 2, at a point fifty (50) feet distant  
from the South West corner of said Lot 2. Thence running North on a line  
parallel to, and 50 feet distant from the West line of said Lot 2, to the North  
line thereof, thence East on said North line sixty six (66) feet to a point, thence  
South on a line parallel to, and one hundred and sixteen (116) feet from  
the West line of said Lot 2, to the South line of said Lot 2, thence West  
on said South line, sixty six (66) feet to the place of beginning in the  
Twelfth Ward of the City of Milwaukee. Together with all, and singular  
the hereditaments and appurtenances therunto belonging, or in any  
wise appertaining, and the reversion and reversion remainder and  
remainders, rents issues and profits thereof; and all the estate, right,  
title, interest, claim, or demand whatsoever, of the said party of the  
first part, either in law or equity of in and to the above bargained \*  
premises, with the hereditaments and appurtenances thereof, to have  
and to hold the said premises, as above described, with the appurtenances  
unto the said party of the second part, and to its successors and as-  
signs forever. And the said party of the first part, for itself, and for  
its successors and assigns hereby expressly releases the said party  
of the second part, its successors and assigns from all claims for  
damages for said strip of land, and for damages to its other lands  
by reason of constructing, maintaining and operating a railroad, on  
or near said piece of land, and the said Milwaukee River Company for itself

all interest, claim, or demand whatsoever, of one and party of the  
\*first part, either in law or equity, of in and to the above bargained  
premises, with the hereditaments and appurtenances thereof, to have  
and to hold the said premises, as above described, with the appurtenances  
unto the said party of the second part, and to its successors and as-  
signs forever. And the said party of the first part, for itself, and for  
its successors and assigns, hereby expressly releases the said party  
of the second part, its successors and assigns from all claims for  
damages, for said strip of land, and for damages to its other lands  
by reason of constructing, maintaining and operating a railroad on  
or near said piece of land. And the said Minerva Iron Company, for itself  
and for its successors, and assigns, does covenant, grant, bargain  
and agree, to, and with the said party of the second part and its succe-  
ssors and assigns, that at the time of the conveying and delivery of  
these presents, it is well seized of the premises above described, as of a  
good, sure, perfect, absolute, and indefeasible estate of inheritance  
in law, in fee simple, and that the same are free and clear of all  
incumbrances whatever, and that the above bargained premises, in  
the quiet and peaceful possession of the said party of the second part,  
its successors, and assigns, against the said party of the first part, its  
successors, against all and every person or persons, lawfully claiming,  
or to claim the whole or any part thereof, it shall, and will forever warrant  
and defend. In witness whereof the said Party of the first part has caused  
its seal to be hereunto affixed and the same to be attested by the signatures  
of its President and Secretary the day and year first above written.

Signed, sealed, and

non-responsive

[Redacted signature]

State of Wisconsin

County of Milwaukee

The Minerva Iron Company.

non-responsive

[Redacted signature]

at. (Corp)  
in. (seal)

10 Be it remembered that on the Eighteenth day of October



This Indenture, Made this First day of March in the year of our Lord one thousand eight hundred and eighty nine BETWEEN

Witnesseth. That the said part 2 of the first part, for and in consideration of the sum of Five hundred and no/ Sixteen Dollars to it in hand paid, by the said part 2 of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do it give, grant, bargain, sell, remise, release, alien, convey and confirm, unto the said part 2 of the second part, its successors heirs and assigns forever.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining; and all the estate, right, title, interest, claim, or demand whatsoever, of the said part of the first part, either in Law or Equity, either in possession or expectancy of, in and to, the above bargained premises, and their Hereditaments and Appurtenances. TO HAVE AND TO HOLD the said premises as above described, with the Hereditaments and Appurtenances unto the said part of the second part, and to ~~his~~ his heirs and assigns forever.

AND THE SAID Minerva Brown Gentry  
for herself and the successors heirs, executors and administrators, do covenant, grant bargain and agree, to and with the said  
part of the second part, its successors heirs and assigns, that at the time of the enrolling and delivery of these  
prelata and her heirs well seized of the premises above described, as of a good, sure, perfect,  
absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises, in the quiet and peaceable possession of the said part of the second part, his executors heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof and Grantor will forever WARRANT AND DEFEND.

IN WITNESS WHEREOF, The said part 2<sup>d</sup> of the first part has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of us  
Samuel Mc Green, Secretary

Exhibit, non-responsive

[SEAL]

non-responsive

non-responsive

non-responsive

STATE OF WISCONSIN,  
County of Milwaukee, ss.  
Be it Remembered, That on the 21<sup>st</sup> day of March

A. D. 18 <sup>99</sup>, personally came before me the above named Stephen A. Harrison to me known to be the President of the Massachusetts Temperance Society, the above named Society and

to me known to be the person <sup>one of</sup> who executed the <sup>above</sup> Deed, and acknowledged the same to be <sup>the</sup> free act and deed for the use and purpose of <sup>me and of the House of New Brunswick and of the said</sup>

Received for Record at ..... 12:20 o'clock (P.M.)

April 10 - A. D. 1882. 135/116

.....*Re. J. Baumgardner*.....Register.

\_\_\_\_\_

of day of March 1899

retary of the within named Wisconsin and Wisconsin to be the a said Secretary, and as to which the

part 7 of the first part, and  
part 7 of the second part

part 7 of the second part  
Dollars in hand paid, by the said part 7 of the second  
and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm, unto the said part 7 of the second part, its successors

the following described real estate, situated in the County of Milwaukee and State of Wisconsin, to-wit: Lot numbered Two (2) as numbered and designated on the map of the partition of the north west quarter of section four (4) in Township six (6) north of range Twenty two (22) East in said County of Milwaukee, (the same now being in the Twelfth Ward of the City of Milwaukee) Excepting however that part of said lot heretofore conveyed to the Wisconsin Union Railway Company, and the part of said lot heretofore conveyed to the Chicago, Milwaukee and St. Paul Railway Company, and subject to the public easement in Greenfield Avenue, formerly Rail Road Street

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining; and all the estate, right, title, interest, claim, or demand whatsoever, of the said part 7 of the first part, either in Law or Equity, either in possession or expectancy of, in and to, the above bargained premises, and their Hereditaments and Appurtenances. TO HAVE AND TO HOLD the said premises as above described, with the Hereditaments and Appurtenances, unto the said part 7 of the second part, and to its successors heirs and assigns forever.

AND THE SAID Menisra. Wren Company for itself and its successors heirs, executors and administrators, do covenant, grant bargain and agree, to and with the said part 7 of the second part, its successors heirs and assigns, that at the time of the sealing and delivery of these

the following described real estate, situated in the Town  
 Wisconsin, County: Lot numbered two (2) as numbered  
 the partition of the north west quarter of section four (4)  
 Twenty two (22) East in said County of Milwaukee, the same  
 Ward of the City of Milwaukee: Excepting however the  
 conveyed to the Wisconsin Union Railway Company, as  
 conveyed to the Chicago, Milwaukee and St. Paul R.  
 the public easement in Greenfield Overlook, for use

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or  
 interest, claim, or demand whatsoever, of the said part of the first part, either in Law or E  
 the above bargained premises, and their Hereditaments and Appurtenances. TO HAVE AND T  
 the Hereditaments and Appurtenances, unto the said part of the second part, and to the  
 AND THE SAID *Minerva Iron Company*  
 for itself and its successors, heirs, executors and administrators, do covenant,  
 part of the second part, its successors heirs and assigns,  
 presents said Grantor is well seized  
 absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear

and that the above bargained  
 part of the second part, its successors heirs and assigns, against  
 or any part thereof, said Grantor will forever WARRANT AND DEFEND.

IN WITNESS WHEREOF, The said part of the first part has hereunto set  
 signed by its Secretary and sealed with its corporate seal the day and y  
 Signed, Sealed and Delivered in Presence of us in

*Samuel M. Green Secretary*  
*H. L. Green*  
*S. A. Green*  
*Witness to S. A. Green's signature*  
*J. B. Van Hookburgh*  
*Wm. B. Woodworth*

STATE OF WISCONSIN,

County of *Milwaukee County* ss.

BE IT REMEMBERED, That on the

A. D. 1889, personally came before me the above named *Stephen A. Green*  
*President of the Minerva Iron Company*, the abo  
 to me known to be the person who executed the above Deed, and  
 deed, for the uses and purposes therein mentioned of the Minerva Iron  
 with which this deed is dated in the corporate seal.

Received for Record at 12 o'clock P. M.

April 10 A. D. 1889.

*H. J. Baumgartner Register.*

*Summons appeared before me on the 11th day of March 1890 Samuel  
 Mr. Green, to me known to be the Secretary of the within named  
 Minerva Iron Company of Milwaukee. It is known and is known to be the  
 person who executed the within deed as well as the deed, and as the subject of the  
 execution of said deed to be the free act and deed of said Minerva Iron Company.*

*Notary Public*  
*State of Wisconsin*



Vol. 275. 318

3993 Filed March 26-1891

Know all men by these presents, that William H. Keefe of the County of Madison and State of Wisconsin, do hereby certify that on the 10th day of February in the year of our Lord one thousand eight hundred and ninety, between Augustus F. Biddell and John H. Biddell, his wife of the City of Madison, County of Madison, State of Wisconsin parties of the first part, and

William H. Keefe of the same place, part of the second part, **Witnesseth**, That the said part of the first part, for and in consideration of the sum of Twenty Seven Thousand Seven Hundred and eighty eight <sup>50</sup>/<sub>100</sub> Dollars to them in hand paid, by the said part of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, alien, convey and confirm unto the said part of the second part, his heirs and assigns forever, the following described real estate, situated in the County of Madison and State of Wisconsin, to-wit:

Lot numbered Two (2) as numbered and designated on the map of the partition of the North West Quarter of Section Four (4) in Township Six (6) North of Range Twenty Two (22) East in said County of Madison (the same now being in the Twelfth Ward of the City of Madison) excepting however that part of said lot heretofore conveyed to the Wisconsin Union Railway Company; and also the part of said lot heretofore conveyed to the Chicago Milwaukee and St Paul Railway Company; and subject to the public Easement in Greenfield Avenue formerly Rail Road Street

**Together** with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever of the said part of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

**To have and to hold** the said premises as above described, with the hereditaments and appurtenances, unto the said part of the second part, and to his heirs and assigns FOREVER.

And the said Augustus F. Biddell

part of the first part, and  
part of the second part,  
of the sum of Five hundred Dollars  
and paid by the said part of the second part, the receipt whereof is hereby confessed and acknowledged, he  
gives, grant, bargain, sell, release, alien, convey and confirm, and by these presents do give, grant, bargain, sell,  
convey and confirm unto the said part of the second part, his heirs and assigns forever, the  
following described real estate, situated in the County of Milwaukee and State of Wisconsin, to-wit:

Lot Four (2) as numbered and designated on the map of the  
portion of the south West Quarter of Section Four (4) in Township  
Six (6) North of Range Twenty Two (22) East in said County of said  
County (the same now being in the Twenty Fifth Ward of the City of Mil-  
waukee) excepting however that part of said lot heretofore conveyed  
to the Wisconsin Union Railway Company; and also the part of said  
lot heretofore conveyed to the Chicago Milwaukee and St. Paul Railway  
Company, and subject to the public easement in Greenfield Avenue  
formerly Park Road Street

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining; and all the estate, right,  
title, interest, claim or demand whatsoever of the said part of the first part, either in law or equity, either in possession or expectancy of, in  
and to the above bargained premises, and their hereditaments and appurtenances.

We have and do hold the said premises as above described, with the hereditaments and appurtenances, unto the said part of the  
second part, and to his heirs and assigns FOREVER.

And the said Augustine P. Riddell  
for himself, his heirs, executors and administrators, do covenant, grant, bargain and agree to and with  
the said part of the second part, his heirs and assigns, that at the time of the sealing and delivery of these presents  
he is well seized of the premises, above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law,  
in fee simple, and that the same are free and clear from all incumbrances whatever, except a mortgage for \$1000 and interest  
to the Union Tr. Life Ins. Co. which the said party assumes and agrees to pay  
and that the above bargained premises, in the quiet and peaceable possession of the said part of the second part, his heirs and assigns  
against all and every person or persons lawfully claiming the whole or any part thereof, he will FOREVER WARRANT AND  
DEFEND.

In Witness Whereof, The said part of the first part has hereunto set Thine hand and seal, this  
the fourth day of February 1892, at first above written in Wisconsin.

Signed, Sealed and delivered in Presence of  
non-responsive  
[SEAL] non-responsive [SEAL]  
[SEAL] [SEAL]  
[SEAL] [SEAL]  
[SEAL] [SEAL]  
[SEAL] [SEAL]

STATE OF WISCONSIN, } ss.  
Milwaukee COUNTY. Personally came before me, this 4th day of February  
1892, the above named Augustine P. Riddell and Julia P. Riddell his wife

known to be the persons who executed the foregoing instrument and acknowledged the same. A. A. Smith  
Received for Record, the 4th day of February  
1892, at 4:21 o'clock P. M.  
Louis A. Register Register. No. 174422  
Wm. H. Johnson Secy.

Vol. 275. 317

Expenditure No. 3993 Filed March 26 - 1891

Witnesseth, That the said part of the first part, for and in consideration of the sum of Twenty Seven Thousand Two Hundred and Ninety eight & 5/100 Dollars to it in hand paid, by the said part of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do so give, grant, bargain, sell, remise, alien, convey and confirm unto the said part of the second part, his heirs and assigns forever, the following described real estate, situated in the County of Milwaukee and State of Wisconsin, to-wit:

Lot numbered Two (2) as numbered and designated on the map of the partition of the North West Quarter of Section Four (4) in Township Six (6) North of Range Twenty Two (22) East in said County of Milwaukee. - (the same now being in the Twelfth Ward of the City of Milwaukee) excepting however that part of said lot heretofore conveyed to the Wisconsin Union Railway Company; and also the part of said lot heretofore conveyed to the Chicago Milwaukee and St Paul Railway Company, and subject to the public easement in Greenfield Avenue formerly Rail Road Street,

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever of the said part of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described, with the hereditaments and appurtenances, unto the said part of the second part, and to his heirs and assigns FOREVER.



Deposited No. 2993

of the first part, the sum of Twenty Seven Dollars in consideration of the sum of Twenty Seven Dollars paid by the said part of the second part, the receipt whereof is hereby confessed and acknowledged, he do hereby bargain, sell, remise, release, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey, and confirm unto the said part of the second part, his heirs and assigns forever, the following described real estate, situated in the County of Milwaukee and State of Wisconsin, to-wit:

Lot numbered Four (2) as numbered and designated on the map of the partition of the North West quarter of Section Four (4) in Township Six (6) North of Range Twenty Four (24) East in said County of Milwaukee. (The same now being in the South West quarter of the City of Milwaukee) excepting however that part of said lot heretofore conveyed to the Wisconsin Union Railway Company; and also the part of said lot heretofore conveyed to the Chicago Milwaukee and St. Paul Railway Company, and subject to the public easement in Greenfield Avenue formerly Rail Road Street,

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever of the said part of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

He does wish to hold the said premises as above described, with the hereditaments and appurtenances, unto the said part of the second part, and to his heirs and assigns FOREVER.

And the said Milwaukee Bridge & Ice House Co. do covenant, grant, bargain and agree to and with the said part of the second part, his heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises, above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever except a mortgage for \$10,000 and interest to the said Milwaukee Bridge & Ice House Co., which the second party covenants and has agreed to pay, and that the above bargained premises, in the quiet and peaceable possession of the said part of the second part, his heirs and assigns against all and every person or persons lawfully claiming the whole or any part thereof, he will FOREVER WARRANT AND DEFEND.

In Witness Whereof, The said part of the first part has hereunto set his corporate seal and seal, this and caused the same to be signed by its President and countersigned by its Secretary the day and year first above written: Milwaukee Bridge & Ice House Co. [SEAL]

non-responsive

STATE OF WISCONSIN, }  
Milwaukee County, } ss. Personally came before me, this 4th day of February 1891, the above named H. H. Keegan and L. H. Martin, known to me to be the President and Secretary of the Milwaukee Bridge and Ice House Co. a corporation to me known to be the persons who executed the foregoing instrument and acknowledged the same as the act and deed of said Milwaukee Bridge and Ice House Co. to me known to be the person who executed the foregoing instrument and acknowledged the same.

Received for Record, the 4th day of February A. D. 1891, at 4:10 o'clock P. M. Louis Ross Register. A. A. L. Smith Notary Public Milwaukee County, Wis. No. 1744

Vol. 302. 292

per Mr. Mayworth, A. L. F.

non-responsive

Quit Claim Deed.

Know all men by these presents, that Albert E. Smith and Myra L. Smith, his wife, both of the City and County of Milwaukee, in the State of Wisconsin, parties of the first part, in consideration of the sum of One Dollar and other valuable consideration, to them duly paid, do hereby remise, release and quit-claim unto the Serial Investment Association, a corporation created by and existing under the laws of the State of Wisconsin, party of the second part, and to its successors and assigns, the following described real estate, situated in the County of Milwaukee, State of Wisconsin, to-wit: Lot numbered two (2), as numbered and designated on the map of the partition of the North West Quarter of Section Four (4), Township six (6) North, Range twenty-two (22) East, in said County of Milwaukee (the same now being in the South End of the City of Milwaukee) excepting however that part of said lot heretofore conveyed to the Wisconsin Union Railway Company; and also the part of said lot heretofore conveyed to the Chicago, Milwaukee and St. Paul Railway Company, and subject to the public easement in Greenfield Avenue, formerly Railroad Street. Subject also to a mortgage given by William H. Kupper to the Commercial Life Insurance Company of Hartford, Connecticut, in and to a certain mortgage deed to said Commercial Life Insurance Company of Hartford, Connecticut, bearing date the 10th day of March, 1906, and also subject to a

DARK AREA AT BOTTOM GIVES ASSUMED MTG INFO.







Vol. 305. 301

*H. H. Kaufers & Co. A. E. Smith*

**This Indenture**, Made this 5<sup>th</sup> day of September in the year  
of our Lord one thousand eight hundred and ninety two BETWEEN H. H. Kaufers  
and Adelaide E. Kaufers his wife of Milwaukee Wisconsin  
Albert E. Smith of the same place part<sup>ie</sup> of the first part, and  
part<sup>7</sup> of the second part,

**Witnesseth**, That the said part<sup>ie</sup> of the first part, for and in consideration of the sum of one dollar and other valuable  
Considerations to them in hand paid, by the said part<sup>7</sup> of the second  
part, the receipt whereof is hereby confessed and acknowledged, has been given, granted, bargained, sold, remised, released, aliened, conveyed and con-  
firmed and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part<sup>7</sup> of the second part, his  
heirs, and assigns forever, the following described real estate situated in the County of Milwaukee and State of  
Wisconsin, to-wit:

Lot numbered Two 21 as numbered and designated on the map of the partition  
of the north west quarter (1/4) of section first (1) in Township Six 16 north  
of Range twenty two 22 East in said county of Milwaukee (the same  
now being in the Twelfth Ward of the City of Milwaukee) Excepting however  
that part of said lot heretofore conveyed to the Wisconsin Union  
Railway Company and also that part of said lot heretofore conveyed to the  
Chicago Milwaukee and St Paul Railway Company and subject to the public  
Easement in Greenfield Avenue formerly Rail Road Street.

...of the first part, for and in consideration of the sum of one dollar and thirty cents in hand paid by the said part 7 of the second part, the receipt whereof is hereby acknowledged and acknowledged, given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part 7 of the second part, his heirs and assigns forever, the following described real estate situated in the County of milwaukee and State of Wisconsin, to-wit:

Lot numbered 21 as numbered and designated on the map of the portion of the north west quarter (1/4) of section five (5) in Township 36 S. Range twenty, 21 East in said county of milwaukee (the same more fully in the Twenty Road of the city of milwaukee) Excepting however that part of said lot heretofore conveyed to the Chicago and North Western Railway Company and also that part of said lot heretofore conveyed to the Chicago Milwaukee and St Paul Railway Company and subject to the full easement in Greenfield Avenue formerly Rail Road Street

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim, or demand whatsoever, of the said parties of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

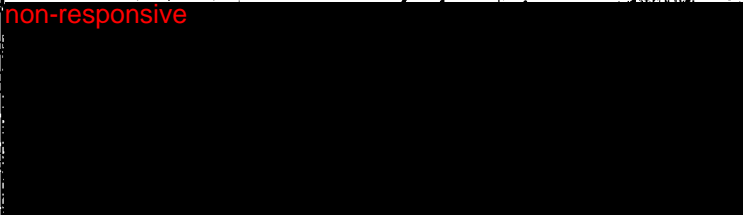
To Have and to Hold the said premises, as above described with the hereditaments and appurtenances, unto the said part 7 of the second part, and to his heirs and assigns forever.

And the said William H. Raper for himself and his heirs, executors and administrators, do the covenant, grant, bargain and agree to and with the said part of the second part, his heirs and assigns, that at the time of the enclosing and delivery of these presents, his well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatsoever, except a mortgage for three thousand dollars and

to the Connecticut Mutual Life Insurance Company which said part of the second part assumes and covenants to pay as part of the consideration thereof and that the above described premises in the quiet and peaceable possession of the said part 7 of the second part, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof he will forever WARRANT AND DEFEND.

In Witness Whereof, The said parties of the first part in their hands and seals, this 16 day of Sept 1902.

non-responsive



[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

STATE OF WISCONSIN.  
milwaukee Court. }  
A.D. 1902, the above named William H. Raper and wife personally appeared, this 16 day of Sept 1902, and acknowledged to me the undersigned, that they executed the foregoing instrument and the contents thereof are true.

to me known to be the person who executed the foregoing instrument and the contents thereof are true.  
Received for Record, the 16 day of Sept 1902, at 3:20 o'clock P. M.  
Louis Auer  
for the

Vol. 337.261

Release Rec in Vol 1839 p 249 Order

Chicago, Mil. & St Paul Ry. Co. To. City of Milwaukee  
Contract.

These Presents Witness: That the Chicago, Milwaukee & St. Paul Railway Company, and the City of Milwaukee, hereinafter called respectively the "Railway Company" and the "City" have agreed, and do hereby agree as follows, to-wit:

First: The Railway Company in consideration of the covenants, promises and agreements of the City, to be by it kept and performed as hereinafter set forth, does give and grant to the City the right to build, and thereafter to perpetually maintain, repair and use, a section of a public street along through and across a strip of land of a uniform width of six (6) feet, being three (3) feet in width on each side of the centre line of Orchard Street (in the 12<sup>th</sup> Ward the City of Milwaukee) produced easterly across the property of the Railway Company as the same is located in the Northwest Quarter of Section Four (4), and the Northeast Quarter of Section Five (5) Township Six (6) North Range Twenty-two (22) East, which section has a frontage of 100 feet on the east line of the said Orchard Street.



Chicago, Mil. & St. Paul Ry. Co. to City of Milwaukee  
Contract.

These Presents Witness: That the Chicago, Milwaukee & St. Paul Railway Company, and the City of Milwaukee, hereinafter called respectively, "The Railway Company" and "the City" have agreed, and do hereby agree as follows, to-wit:

First: The Railway Company in consideration of the covenants, promises and agreements of the City, to be by it kept and performed as hereinafter set forth, does give and grant to the City the right to build, and thereafter to perpetually maintain, repair and use, a section of a public sewer along through and across a strip of land of a uniform width of six (6) feet, being three (3) feet in width on each side of the centre line of Orchard Street (in the 12<sup>th</sup> Ward of the City of Milwaukee) produced easterly across the property of the Railway Company as the same is located in the Northwest Quarter of Section Four (4), and the Northeast Quarter of Section Five (5) Township Six (6) North Range Twenty-two (22) East, which centre line is located and

Return to me by 1839 p 147 Order

thence forty eight and one half ( $348\frac{1}{2}$ ) feet to a point, thence  
west and north one hundred and nineteen (119) feet to  
the point of beginning of the center line to be described, and  
thence from said point of beginning, also at the intersection of the West  
line of the property of the Railway Company, with the center  
line of said Orchard Street produced; thence running east-  
ly, from said point of intersection and beginning, on said  
center line of Orchard Street produced, one hundred twenty  
three and nineteen hundredths ( $123.19$ ) feet, to the east line  
of the property of said Railway Company.

Second. The consideration of the foregoing grant of the Railway Company, the City agrees that it will build said section of sewer across the right of way and under the tracks of the Railway Company, in strict conformity to such plans as may be approved by the Chief Engineer of the Railway Company, and that the work of constructing and thereafter maintaining said sewer under the tracks of the Railway Company, whether said tracks are now laid, or may hereafter be laid, shall be done under the direction of the Chief Engineer of the Railway Company, and that all the cost and expense which may in any manner and at any time pertain to the protecting and supporting of the tracks of said Railway Company, while said City is constructing or repairing said sewer, shall be wholly borne and paid by said City. And that the City will in no wise interfere with the operation of the tracks of the Railway Company, except by and with the consent of the Chief Engineer of said Railway Company. In Witness Whereof, the parties have caused these presents to be executed by their brokers, Messrs. Thos. & Co. duly authorized, this — day of August

company, and that all the cost and expenses incurred in any manner and at any time pertain to the protecting and supporting of the tracks of said Railway Company, while said City is constructing or repairing said tracks, shall be wholly borne and paid by said City. And that the City will in no wise interfere with the operation of the tracks of the Railway Company, except by and with the consent of the Chief Engineer of said Railway Company. In Witness Whereof the parties have caused these presents to be executed by their proper officers thereto duly authorized this — day of August 1894.

In Presence of } (Joint) Chicago Milwaukee & St. Paul Railway Company  
non-responsive } as to Ry. Co. President  
Secretary

non-responsive } as to City Mayor  
City Clerk

State of Wisconsin }  
Milwaukee County } ss. Personally came before me, this 5th day of September, A. D. 1894, the above named Roswell Miller, President and P. M. Myers, Secretary of the Chicago Milwaukee & St. Paul Railway Company, to me known to be the persons who executed the foregoing instrument and acknowledged the same in Witness Whereof, I have hereunto set my hand and seal this day and year first above written.

(Notary Public)  
My Comm. Expires Nov. 10, 1895  
Notary Public  
P. M. Myers



Approved by  
L. J. ...  
1st 1893

of Milwaukee, and William E. Anderson, the Clerk  
of Milwaukee to me known to be the Officers of said  
who executed the foregoing instrument and acknowledged

non-responsive

} No. 265033.

non-responsive

by

non-responsive

Deed of assignment

Whereas, John Johnston of the City of Milwaukee, Wisconsin, did  
on the eighth Day of August, 1893, duly make, execute and  
deliver to ailing M. B. of Milwaukee, Wisconsin, as as

DOCUMENT NO.

CERTIFICATE OF COMPENSATION  
Sec. 32.05

MILWAUKEE METROPOLITAN  
SEWERAGE DISTRICT

This space reserved  
for Recording Data

COMPENSATION, in the amount of One Dollar (\$1.00)

Paid by the Milwaukee Metropolitan Sewerage District on the 20th  
day of June 1988 to PICKLANDS MATHER & CO., a Delaware  
corporation (Lessor) and Wisconsin Wrecking Company, a Wisconsin  
General Partnership (Lessee)

RETURN TO: Real Estate  
Department, Milwaukee  
Metropolitan Sewerage  
District, 735 N. Water St.  
Milwaukee, WI 53202

parties having an interest of record, for the following described real estate, situated in  
the County of Milwaukee and State of Wisconsin, to-wit:

6188879

6188879  
RECORD 6.00

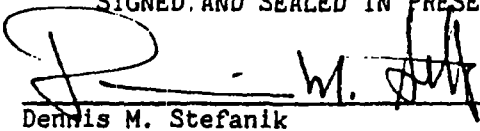
REGISTER'S OFFICE }  
Milwaukee County, WI }  
RECORDED AT 12:00 PM

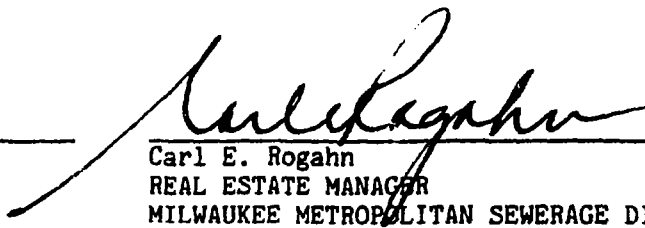
Legal Description Attached

JUL 13 1988 10 AM 50  
PEEL 2232 IMAGE 51  
W. Stefanik REGISTER  
OF DEEDS

The above stated amount of compensation was paid for tunnel easement interest in the  
foregoing described real estate. As provided in s. 32.05(2a) (Wis. Stats.), any person name  
in this certificate may, within 6 months after the date of its recording, appeal from the  
amount of compensation stated in this certificate in the manner set forth in s. 32.05(9) to  
(13) (Wis. Stats.) for appeals from an award under s. 32.05(7) (Wis. Stats.). For purposes o  
any such appeal, the amount of compensation stated in the certificate shall be treated as th  
award and the date the conveyance is recorded shall be treated as the date of taking and the  
date of evaluation.

SIGNED AND SEALED IN PRESENCE OF

  
Dennis M. Stefanik

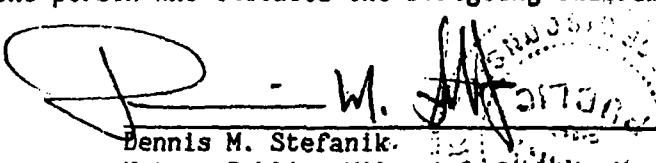
 (SEAL)  
Carl E. Rogahn  
REAL ESTATE MANAGER  
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

STATE OF WISCONSIN  
MILWAUKEE COUNTY

Personally came before me, this 20th day of June, 1988, the above named Carl E. Rogahn,  
Real Estate Manager, to me known to be the person who executed the foregoing instrument and  
acknowledged the same.

This instrument was drafted by  
Dennis M. Stefanik for the  
Milwaukee Metropolitan Sewerage  
District

Notary  
Seal

  
Dennis M. Stefanik  
Notary Public, Milwaukee County, Wis.  
My commission expires April 8, 1990

Project ID-C41

Tax Key #463-9995-200

Parcel #15

25300

LEGAL DESCRIPTION

Parcel 15

Tax Key #463-9995-200

A strip of land 60 feet wide, lying below an elevation of 338 feet, Mean Sea Level, 1929 Adjustment approximately 256 to 262 feet beneath existing ground surface through Lots 2 and 3 in the Map of all that part of the Northwest 1/4 of Section 4, Township 6 North, Range 22 East, which lies West of the 1/4 Section line, in the City of Milwaukee, County of Milwaukee and State of Wisconsin, said strip of land lying 30 feet each side of a reference line described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of Section 33; in Township 7 North, Range 22 East; thence North 88°30'24" East along the South line of said Southwest 1/4 Section 796.49 feet to the point of beginning of said reference line; thence South 47°17'-05" West 574.80 feet to the Southwesterly right-of-way line of the Chicago and North Western Transportation Company and the point of beginning of said strip of land; thence continuing South 47°17'05" West 497.12 feet to the Easterly right-of-way line of the Soo Line Railroad Company (formerly known as the Chicago, Milwaukee, St. Paul and Pacific Railroad) and the point of termination of said strip of land; thence continuing South 47°17'05" West 156.25 feet to the West line of said Northwest 1/4 of Section 4, in Township 6 North, Range 22 East and the point of termination of said reference line; thence North 00°39'11" West along said West line 809.38 feet to the Northwest corner of said Northwest 1/4 Section.

The sidelines of said strip of land to be extended or shortened to terminate at the Southwesterly right-of-way line of the Chicago and North Western Transportation Company and the Easterly right-of-way line of the Soo Line Railroad Company, said strip of land containing 0.68 acre of land more or less.

Parcel # 15 Tax Key # 463-9995-200 Project ID # C-41



## TUNNEL EASEMENT

THIS INDENTURE, by and between PICKLANDS MATHER & CO., a Delaware corporation (Lessor) and WISCONSIN WRECKING COMPANY, a Wisconsin general partnership (Lessee), parties of the first part, and the MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (MMSD), party of the second part:

WITNESSETH, that, whereas the party of the second part desires to construct, operate, maintain, repair and reconstruct an intercepting sewer in a tunnel through and along a certain right-of-way as described below.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) to the party of the first part, receipt of which is hereby confessed and acknowledged, the parties of the first part, for themselves, their successors and assigns does hereby grant unto the party of the second part, its successors and assigns the right and permission and a tunnel easement to construct, operate, maintain, repair and reconstruct an intercepting sewer in a tunnel through the following described right-of-way owned by the party of the first part:

Parcel 15Tax Key #463-9995-200

A strip of land 60 feet wide, lying below an elevation of 338 feet, Mean Sea Level, 1929 Adjustment approximately 256 to 262 feet beneath existing ground surface through Lots 2 and 3 in the Map of all that part of the Northwest 1/4 of Section 4, Township 6 North, Range 22 East, which lies West of the 1/4 Section line, in the City of Milwaukee, County of Milwaukee and State of Wisconsin, said strip of land lying 30 feet each side of a reference line described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of Section 33; in Township 7 North, Range 22 East; thence North 88°30'24" East along the South line of said Southwest 1/4 Section 796.49 feet to the point of beginning of said reference line; thence South 47°17'05" West 574.80 feet to the Southwesterly right-of-way line of the Chicago and North Western Transportation Company and the point of beginning of said strip of land; thence continuing South 47°17'05" West 497.12 feet to the Easterly right-of-way line of the Soo Line Railroad Company (formerly known as the Chicago, Milwaukee, St. Paul and Pacific Railroad) and the point of termination of said strip of land; thence continuing South 47°17'05" West 156.25 feet to the West line of said Northwest 1/4 of Section 4, in Township 6 North, Range 22 East and the point of termination of said reference line; thence North 00°39'11" West along said West line 809.38 feet to the Northwest corner of said Northwest 1/4 Section.

The sidelines of said strip of land to be extended or shortened to terminate at the Southwesterly right-of-way line of the Chicago and North Western Transportation Company and the Easterly right-of-way line of the Soo Line Railroad Company, said strip of land containing 0.68 acre of land more or less.

NOW, THEREFORE, the party of the second part, in consideration thereof and the right-of-way so granted to it through the land previously described, hereby covenants and agrees with the party of the first part that it will construct and maintain said intercepting sewer in good order and condition and that, in and during the construction of said interceptor sewer and thereafter in and about its operation, maintenance, repair or reconstruction, will indemnify and save harmless the party of the first part, its successors and assigns, from all loss or injury to its property due to such construction, operation, maintenance, repair and reconstruction, and that no special charge will be made against said lands for the cost of such construction, operation, maintenance, repair and reconstruction of said tunnel.

6188880  
RECORD 12.00

The party of the first part reserves unto itself, its successors or assigns all mineral rights and the right to make such use of the land included above said permanent right-of-way and to erect such buildings or other improvements thereon as they may deem desirable. Plans for construction of buildings, foundations and wells or for other activities that will involve entry into the permanent right-of-way (approximately 256 to 262 feet below the existing surface--based on MMSD datum) shall be approved by (MMSD) prior to any activity in said permanent right-of-way. This easement is for tunnel purposes only and involves no surface rights.

6188880

REGISTER'S OFFICE  
Milwaukee County, WI } SE  
RECORDED AT 9 AM  
JUL 13 1988 52 to  
REEL 2232 IMAGE 56 inch  
Handwritten: *Handwritten* REGISTER OF DEEDS

IN WITNESS WHEREOF, both parties have caused their hands and seals to be hereunto affixed.

WITNESS:

Gladys Stone  
Carole Pfeiffer

WITNESS:

Barbara K. Johnson

WITNESS:

Paula Regal  
Paula Regal

PICKLANDS MATHER AND CO.

By J. W. Villar (SEAL)  
Senior Vice President  
By J. E. Lenhard (SEAL)  
Assistant Secretary

WISCONSIN WRECKING COMPANY

By Marko M. Gerovac (SEAL)  
General Partner  
By Thomas Gerovac (SEAL)  
General Partner

MILWAUKEE METROPOLITAN  
SEWERAGE DISTRICT

By Shelia I. Payton (SEAL)  
Shelia I. Payton, Chair  
By Fran Ashley-Jordan (SEAL)  
Fran Ashley-Jordan, Secretary

STATE OF OHIO )  
CUYAHOGA COUNTY ) SS

Personally came before me this 20th day of April, 1988, the above-named J. W. Villar and J. E. Lenhard, to me to be such officers, and who acknowledged that they executed the foregoing instrument on behalf of the Picklands Mather and Co., for the purpose aforesaid and by its authority as such officers.

Lucille E. Shaner  
Notary Public  
My Commission expires May 21, 1989

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) SS

Personally came before me this 13 day of April, 1988, the above-named Marko M. Gerovac and Thomas Gerovac, to me to be such officers, and who acknowledged that they executed the



foregoing instrument on behalf of the Wisconsin Wrecking Company,  
for the purpose aforesaid and by its authority as such officers.

Annika K. Hansen

**Notary Public**

My Commission expires 10-9, 1984

STATE OF WISCONSIN )  
 ) SS  
MILWAUKEE COUNTY )

Personally came before me this 2 day of June, 1991, the above-named Shelia I. Payton, Chair, and Fran Ashley-Jordan, Secretary, of the Milwaukee Metropolitan Sewerage District, known to me to be such officers, and who acknowledged that they executed the foregoing instrument on its behalf for the purpose aforesaid and by its authority as such officers.

**Notary Public**

My Commission expires 5/26, 1991

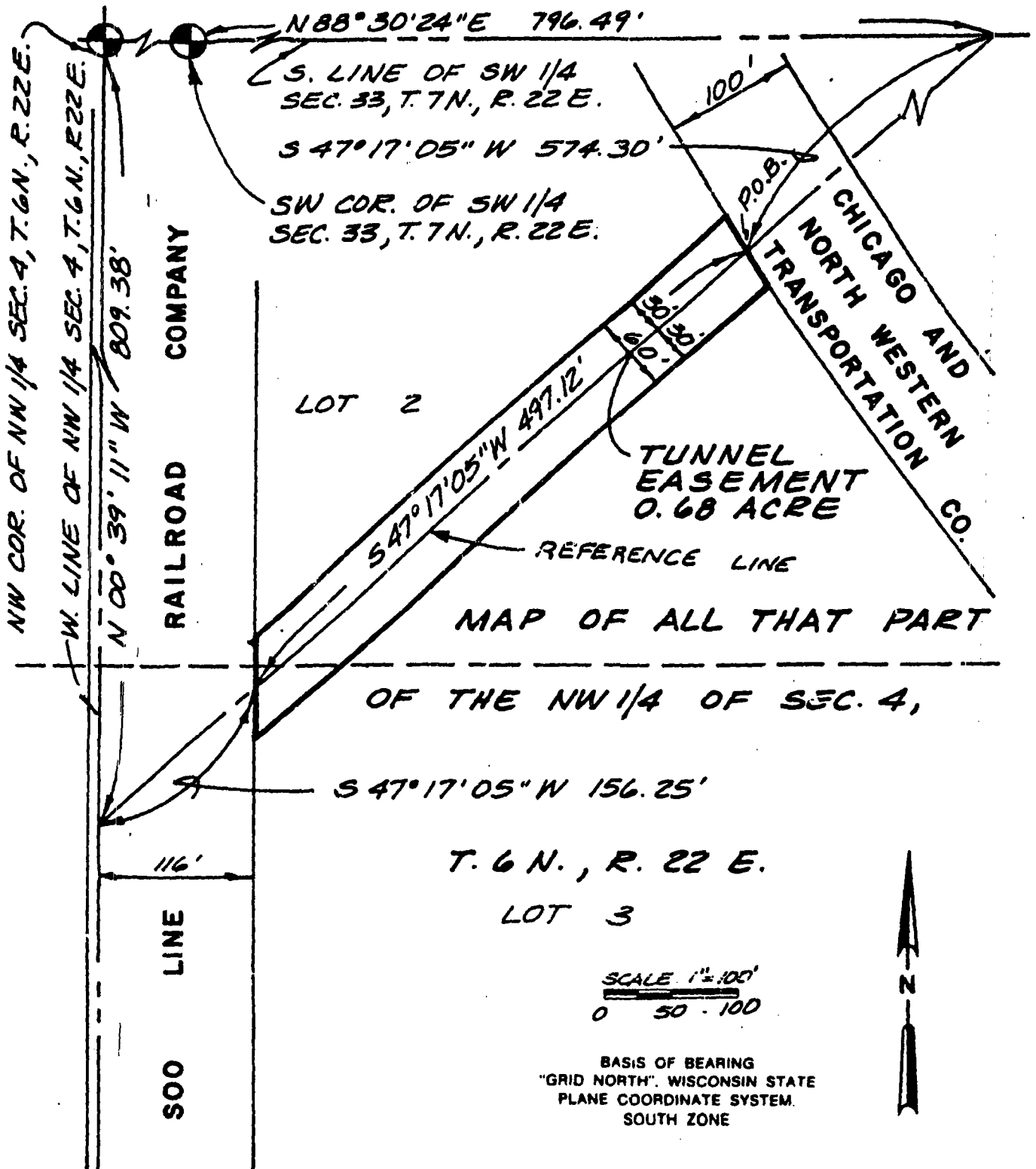
This instrument was drafted by Carl E. Rogahn on behalf of and for the Milwaukee Metropolitan Sewerage District.

**1933D**

C41E23.D15

1/4 SEC. NO.  
463

E. GREENFIELD AVE.


\*PICKLANDS MATHER AND CO,  
(LESSOR) AND WISCONSIN  
WRECKING COMPANY (LESSEE)

PROJECT: KK/LM INTERCEPTOR

INTEREST: TUNNEL EASEMENT

TAX KEY NO.: 463-9995-200

OWNER: LEASE/PURCHASE AGREEMENT \*

DR: SROE 12-14-87

CHK: REST

PARCEL: 15



EXHIBIT

REC 2269 WAS 1089

DOCUMENT NO.

CERTIFICATE OF COMPENSATION  
Sec. 32.05

MILWAUKEE METROPOLITAN  
SEWERAGE DISTRICT

6222415

COMPENSATION, in the amount of One Dollar (\$1.00)

Paid by the Milwaukee Metropolitan Sewerage District on the 5th  
day of August 1988 to Soo Line Railroad Company

This space reserved  
for Recording Data  
REGISTER'S OFFICE

Milwaukee County, WI }  
RECORDED AT 9 35 AM 11

OCT 31 1988/089

REEL 2269 IMAGE 1090

W. C. Campbell REGISTER  
ON DEEDS

RETURN TO: Real Estate  
Department, Milwaukee  
Metropolitan Sewerage  
District, 735 N. Water St  
Milwaukee, WI 53202

parties having an interest of record, for the following described real estate, situated in t  
County of Milwaukee and State of Wisconsin, to-wit:

TUNNEL EASEMENT - 1

Parcel #14

Tax Key #462-0349-100  
#463-9993-100

A strip of land 60 feet wide, and with a vertical dimension of 100 ft., lying below an  
elevation of 338 feet and above an elevation of 238 feet, Mean Sea Level, 1929 Adjustmen  
approximately 255 to 355 feet beneath existing ground surface, through Lots 2 and 3, as  
shown on the Map of all that part of the Northwest 1/4 of Section 4, Township 6 North,  
Range 22 East, which lies West of the 1/4 Section line and of Block 131, in the  
Subdivision of the South 20 acres of the North 60 acres of the Northeast 1/4 of Section  
in Township 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee and  
State of Wisconsin, said strip of land lying 30 feet each side of a reference line  
described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of Section 33, in Township 7  
North, Range 22 East; thence North 88°30'24" East along the South line of said Southwest  
1/4 Section 796.49 feet; thence South 47°17'05" West 1071.92 feet to the Easterly right-  
of-way line of the party of the first part and the point of beginning of said reference  
line and strip of land; thence continuing South 47°17'05" West 167.31 feet to the Wester  
right-of-way line of the party of the first part and the point of termination of said  
strip of land and reference line; thence North 47°17'05" East 11.06 feet to the East li  
of the Northeast 1/4 of Section 5, Township 6 North, Range 22 East; thence North 00°39'  
West along said East line 809.38 feet to the Northeast corner of said Northeast 1/4 of  
Section 5.

The sidelines of said 60 foot strip of land to be extended or shortened to terminate at  
the Easterly and Westerly right-of-way lines of the party of the first part, said strip  
land containing 0.23 acre of land more or less.

6222

TUNNEL EASEMENT - 2

RECORD 6.

Parcel #24

Tax Key #498-9994  
#499-9992  
#499-0201-100

A strip of land 60 feet wide, and with a vertical dimension of 100 feet, lying below an  
elevation of 340 feet and above an elevation of 240 feet, Mean Sea Level, 1929 Adjustmen  
approximately 255 to 355 feet beneath the existing ground surface, through lands owned  
used by the party of the first part in the Northeast 1/4 of Section 8 and the Northwest  
1/4 of Section 9 and Lots 1 through 10 inclusive, excepting the East 30 feet thereof, in  
Block 1, in Dr. E. Chase's Subdivision, said Subdivision being a part of the West 70 ac



RECORDED 2269 1090

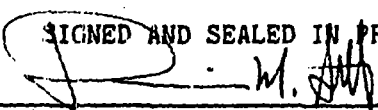
of the Northwest 1/4 of Section 9, in Township 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee and State of Wisconsin, said strip of land lying 30 feet each side of a reference line described as follows:

Commencing at the Northeast corner of said Northeast 1/4 Section; thence South 00°20'05" East along the East line of said Northeast 1/4 Section 111.45 feet; thence South 68°48'40" West 32.02 feet to the West right-of-way line of the party of the first part and point of beginning of said reference line and strip of land; thence North 68°48'40" East 128.67 feet to the West line of the East 30 feet of said Lots 1 through 10 and the point of termination of said reference line and strip of land; thence continuing North 68°48'40" East 2.40 feet to a point of curvature, said curve being concave to the South, having a radius of 1432.39 feet and North 78°28'13" East a chord distance of 480.67 feet, and to which point of curvature a radial line bears North 21°11'20" West; thence Northeasterly 482.96 feet along said curve through a central angle of 19°19'06" to a point of tangency; thence North 88°07'46" East 2089.51 feet to the East line of the Southwest 1/4 of Section 4, Township 6 North, Range 22 East; thence South 00°53'43" East along said East line 1.87 feet to the Southeast corner of said Southeast 1/4 Section 4.

The sidelines of said strip of land to be extended or shortened to terminate at the West right-of-way line of lands owned by the party of the first part and the West line of the East 30 feet of Lots 1 through 10 inclusive, in said Block 1, in Dr. E. Chase's Subdivision, said strip of land containing 0.18 acre of land more or less.

The above stated amount of compensation was paid for easement interests in the foregoing described real estate. As provided in s. 32.05(2a) (Wis. Stats.), any person named in this certificate may, within 6 months after the date of its recording, appeal from the amount of compensation stated in this certificate in the manner set forth in s. 32.05(9) to (13) (Wis Stats.) for appeals from an award under s. 32.05(7)(Wis. Stats.). For purposes of any such appeal, the amount of compensation stated in the certificate shall be treated as the award the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

SIGNED AND SEALED IN PRESENCE OF

  
Dennis M. Stefanik

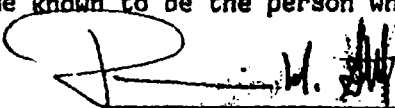
 (SEAL)  
Carl E. Rogahn  
REAL ESTATE MANAGER  
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

STATE OF WISCONSIN  
MILWAUKEE COUNTY

Personally came before me, this 24<sup>th</sup> day of October, 1988, the above  
Carl E. Rogahn, Real Estate Manager, to me known to be the person who executed the forego-  
instrument and acknowledged the same.

This instrument was drafted by  
Dennis M. Stefanik for the  
Milwaukee Metropolitan Sewerage  
District

Notary  
Seal

  
Dennis M. Stefanik  
Notary Public, Milwaukee County, Wis.  
My commission expires April 8, 1990

TUNNEL EASEMENT

THIS INDENTURE, by and between Soo Line Railroad Company, a Minnesota corporation, party of the first part, and the MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, party of the second part:

WITNESSETH, that, whereas the party of the second part desires to construct, operate, maintain, repair and reconstruct an intercepting sewer in a tunnel through and along a certain right-of-way as described below and shown on the attached Exhibits "A" and "B."

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) to the party of the first part, receipt of which is hereby confessed and acknowledged, the party of the first part, for itself, its successors and assigns does hereby grant unto the party of the second part, its successors and assigns the right and permission and a tunnel easement to construct, operate, maintain, repair and reconstruct an intercepting sewer in a tunnel through the following described land (the "easement premises").

TUNNEL EASEMENT - 1

Parcel #14

Tax Key #462-0349-100  
#463-9993-100

RETURN TO:

Real Estate Department  
Milwaukee Metropolitan Sewerage District  
735 North Water Street  
Milwaukee, Wisconsin 53202

A strip of land 60 feet wide, and with a vertical dimension of 100 ft., lying below an elevation of 338 feet and above an elevation of 238 feet, Mean Sea Level, 1929 Adjustment, approximately 255 to 355 feet beneath existing ground surface, through Lots 2 and 3, as shown on the Map of all that part of the Northwest 1/4 of Section 4, Township 6 North, Range 22 East, which lies West of the 1/4 Section line and of Block 131, in the Subdivision of the South 20 acres of the North 60 acres of the Northeast 1/4 of Section 5, in Township 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee and State of Wisconsin, said strip of land lying 30 feet each side of a reference line described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of Section 33, in Township 7 North, Range 22 East; thence North 88°30'24" East along the South line of said Southwest 1/4 Section 796.49 feet; thence South 47°17'05" West 1071.92 feet to the Easterly right-of-way line of the party of the first part and the point of beginning of said reference line and

Page 1 of 5

Parcel #'s 14,24

Tax Key #'s 462-0349-100  
463-9993-100  
498-9994  
499-9992  
499-0201-100

Project ID #C41

strip of land; thence continuing South 47°17'05" West 167.31 feet to the Westerly right-of-way line of the party of the first part and the point of termination of said strip of land and reference line; thence North 47°17'05" East 11.06 feet to the East line of the Northeast 1/4 of Section 5, Township 6 North, Range 22 East; thence North 00°39'11" West along said East line 809.38 feet to the Northeast corner of said Northeast 1/4 of Section 5.

The sidelines of said 60 foot strip of land to be extended or shortened to terminate at the Easterly and Westerly right-of-way lines of the party of the first part, said strip of land containing 0.23 acre of land more or less.

TUNNEL EASEMENT - 2

Parcel #24

Tax Key #498-9994  
#499-9992  
#499-0201-100

A strip of land 60 feet wide, and with a vertical dimension of 100 feet, lying below an elevation of 340 feet and above an elevation of 240 feet, Mean Sea Level, 1929 Adjustment, approximately 255 to 355 feet beneath the existing ground surface, through lands owned and used by the party of the first part in the Northeast 1/4 of Section 8 and the Northwest 1/4 of Section 9 and Lots 1 through 10 inclusive, excepting the East 30 feet thereof, in Block 1, in Dr. E. Chase's Subdivision, said Subdivision being a part of the West 70 acres of the Northwest 1/4 of Section 9, in Township 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee and State of Wisconsin, said strip of land lying 30 feet each side of a reference line described as follows:

Commencing at the Northeast corner of said Northeast 1/4 Section; thence South 00°20'05" East along the East line of said Northeast 1/4 Section 111.45 feet; thence South 68°48'40" West 32.02 feet to the West right-of-way line of the party of the first part and point of beginning of said reference line and strip of land; thence North 68°48'40" East 128.67 feet to the West line of the East 30 feet of said Lots 1 through 10 and the point of termination of said reference line and strip of land; thence continuing North 68°48'40" East 2.40 feet to a point of curvature, said curve being concave to the South, having a radius of 1432.39 feet and North 78°28'13" East a chord distance of 480.67 feet, and to which point of curvature a radial line bears North 21°11'20" West; thence Northeasterly 482.96 feet along said curve through a central angle of 19°19'06" to a point of tangency; thence North 88°07'46" East 2089.51 feet to the East line of the Southwest 1/4 of Section 4, Township 6 North, Range 22 East; thence South 00°53'43" East along said East line 1.87 feet to the Southeast corner of said Southeast 1/4 Section 4.

The sidelines of said strip of land to be extended or shortened to terminate at the West right-of-way line of lands owned by the party of the first part and the West line of the East 30 feet of Lots 1 through 10 inclusive, in said Block 1, in Dr. E. Chase's Subdivision, said strip of land containing 0.18 acre of land more or less.

NOW, THEREFORE, the party of the second part, in consideration of the rights granted to it herein, hereby

covenants and agrees with the party of the first part that it will construct and maintain said intercepting sewer in good order and condition and that, in and during the construction of said intercepting sewer and thereafter in and about its operation, maintenance, repair, reconstruction, demolition, and removal, and the restoration of the easement premises, it will indemnify and save harmless the party of the first part, its successors and assigns, from all loss or injury to property and persons due to such construction, operation, maintenance, repair, reconstruction, demolition, removal and restoration, and that no special charge will be made against said lands for the cost of such construction, operation, maintenance, repair, reconstruction, demolition and removal of said tunnel or the restoration of the easement premises.

The party of the first part reserves unto itself, its successors or assigns all mineral rights and the right to make such use of the land above the easement premises, and to erect such buildings or other improvements thereon, as it may deem desirable. Plans for construction of buildings, foundations and wells or for other activities that will involve entry into the easement premises shall be approved by the party of the second part prior to the commencement of any such activity. This easement is for tunnel purposes only and involves no surface rights.

If the use of said intercepting sewer is discontinued for a continuous period of one year, or if the use of said intercepting sewer is otherwise abandoned, the easement granted herein shall terminate and the party of the second part shall at its sole cost restore the easement premises to a condition satisfactory to party of the first part.

The party of the second part shall secure, at the party of the second part's own expense, any permits or licenses required by state or local laws or ordinances and shall comply



with all applicable laws, including but not limited to any laws, regulations, standards, and permit requirements relating to environmental pollution or contamination or to occupational health and safety. The party of the second part shall indemnify and hold harmless the party of the first part from any and all claims, judgments, fines, civil penalties, costs, and expenses (including reasonable attorneys' and witness fees) arising out of or connected with the party of the second part's violation of or non-compliance with any such law, ordinance, standard, regulation, or permit requirement.

The party of the first part makes no warranty of title to said land, nor does it warrant that it has the right to grant the said easement. The party of the second part shall not have any recourse whatsoever against the party of the first part in the event that the party of the second part shall be required through action of any third party to remove the intercepting sewer from said land.

This indenture shall inure to the benefit of and be binding upon the successors and assigns of the party of the first part and the party of the second part.

IN WITNESS WHEREOF, the said parties have caused the hand of their authorized officer to be hereunto affixed.

ATTEST:

Soo Line Railroad Company

By [Signature]  
Its Assistant Secretary

By [Signature]  
Its Asst. Vice President Real Estate

MILWAUKEE METROPOLITAN  
SEWERAGE DISTRICT

By [Signature] (SEAL)  
Patrick Marchese,  
Acting Executive Director  
Tom Wolf

STATE OF MINNESOTA)  
HENNEPIN COUNTY ) SS

Personally came before me this 22<sup>nd</sup> day of July, 1988, the above-named C. A. Soelberg of AVP Real Estate of Soo Line Railroad Company, known to me to be such officer, and who acknowledged that he executed the foregoing instrument on behalf of the Soo Line Railroad Company for the purpose aforesaid and by its authority as such officer.

Lowell J. Callies  
Notary Public



My Commission expires \_\_\_\_\_, 19\_\_

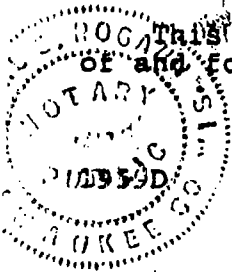
STATE OF WISCONSIN)  
MILWAUKEE COUNTY ) SS

Personally came before me this 5<sup>th</sup> day of August, 1988, the above-named Tom Wolf, Acting Executive Director, of the Milwaukee Metropolitan Sewerage District, known to me to be such officer, and who acknowledged that he executed the foregoing instrument on its behalf for the purpose aforesaid and by its authority as such officer.

[Signature]  
Notary Public

My Commission expires 5-26, 1991

This instrument was drafted by Dennis M. Stefanik on behalf of and for the Milwaukee Metropolitan Sewerage District.



6222416


RECORD 16.00

6222416

REGISTER'S OFFICE  
Milwaukee County, WI  
RECORDED AT 9:35 AM  
OCT 31 1988 1091 to  
REEL 2269 IMAG 1097 incl.  
[Signature] REGISTER  
OF DEEDS

1/4 SEC. NO.  
462/463

SCALE 1"=100'



0 50 100

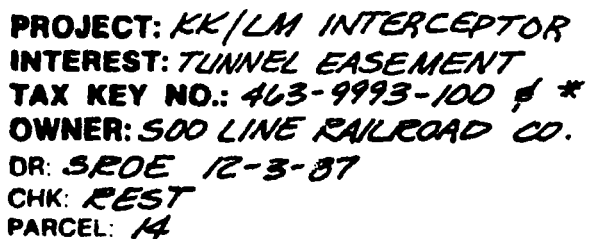
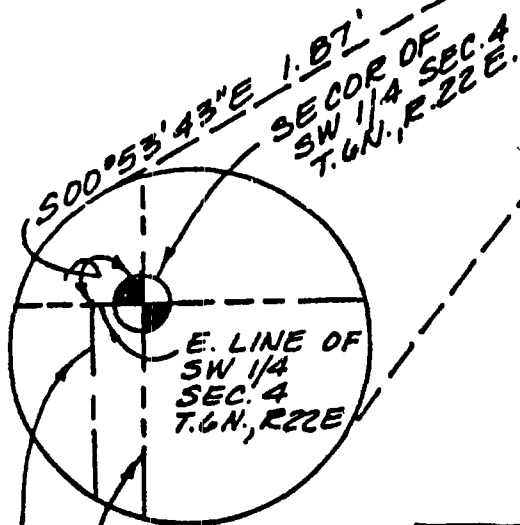


EXHIBIT "A"

C41E 32.D24

SEE  
DETAIL

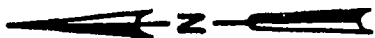
1/4 SEC. NO.  
498/499



**CURVE**  
 $L = 482.96'$   
 $R = 1432.39'$   
 $\Delta = 19^\circ 19' 06''$   
 $LC = N 78^\circ 28' 13'' E$   
 $480.67'$

REFERENCE LINE  
 N. LINE NW 1/4  
 SEC. 9, T.6N., R.22E.

BASIS OF BEARING  
 "GRID NORTH", WISCONSIN STATE  
 PLANE COORDINATE SYSTEM,  
 SOUTH ZONE



SCALE 1"=100'  
 0 50 100

REFERENCE LINE

TUNNEL  
 EASEMENT  
 0.18 ACRE

LINCOLN AVE.

S. AUSTIN ST.

1	38	57	36	35	34	33	
2	TEXTER'S						
3	VAC.						
4	VAC.						
5	8	9	10	11	12	13	BLK
6	SUBD.						
7							

S. BURRELL ST.

1	2	3	4	5	6	7	8	9	10	11	12
DE. CHASE'S						BLK	E. SUBD.				

S. GREELEY ST. VAC.

1	2	3	4	5	6	7	8	9	10	11	12
RAILROAD CO.											
TAX KEY NO. 499-9992											
TAX KEY NO. 498-9994											

N68°48'40"E 2.40'

S00 LINE  
 S.00°20'05"E 111.45'

NE COR NE 1/4  
 SEC. 8, T.6N., R. 22E

S68°48'40"W 3202'

E. LINE OF NE 1/4  
 SEC. 8, T.6N., R. 22E

\*499-0201-100



EXHIBIT

"B"

PROJECT: KK/LM INTERCEPTOR  
 INTEREST: TUNNEL EASEMENT,  
 TAX KEY NO.: 498-9994, 499-9992 & \*  
 OWNER: S00 LINE RAILROAD COMPANY  
 DR: SRDE 01-25-88  
 CHK: REST  
 PARCEL: 24